

MARCH 14, 2013

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE TOWNSHIP OF CHERRY HILL

AND

EDUCATIONAL ASSISTANTS OF CHERRY HILL

July 1, 2012- June 30, 2015

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PREAMBLE

This Agreement effective the 1st day of **July, 2012**, 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 1 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 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 defined above.

ARTICLE 2 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 conditions of employees' employment. Negotiations shall begin in accordance with the rules and regulations of P.E.R.C.
- B. During negotiations, the Board and the Association shall exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, provided however, all final proposals are subject to approval by Association and Board.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definition

The term "grievance" means a complaint that there has been an improper application, interpretation or violation of an administrative decision, Board policy or of any term or provision of this contract.

B. Procedure

1. A grievance may be filed by an individual employee, a group of employees or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within 45 school days of the happening of the event.

5. Level One – Informal Presentation

The grievant shall first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

6. Level Two – Principal or Supervisor

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 or supervisor, 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 or supervisor shall communicate his decision in writing to the grievant within five (5) school days of receipt of the written grievance.

7. Level Three - Superintendent

The grievant, no later than five (5) school days after receipt of the principal's or supervisor's decision, may appeal the 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 in B. 6. a. through d. and his/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 five (5) school days. The Superintendent shall communicate his decision in writing to the grievant and the principal or supervisor.

8. Level Four - Board of Education

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 twenty (20) school days of receipt of the grievance by the Board.

9. Level Five - Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the secretary of the Board, the Association may proceed to arbitration under the rules of the Public Employment Relations Commission. Said written request for the appointment of an arbitrator must be made within ten (10) days of either the date of the Board response, or, if no response has occurred, within ten (10) days of the latest date when that response should have been given, whichever date is earlier.
- b. 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.
- c. The following matters shall be grievable but non-arbitrable:
 1. The termination of a contract of an employee.
 2. 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.

3. 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.
 - 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. Only the Board, the Association, and the aggrieved shall be given copies of the arbitrator's opinion and award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
 - f. 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.

ARTICLE 4 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 derive 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. Except for the voluntary transfer of an Educational Assistant/Exception Student, as provided for in Article 13 of this Agreement, 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, paraprofessional or secretary. It is understood that the building principal shall have the authority to determine what constitutes an emergency situation and such decision shall not be arbitrable.
- E. By October 15th of each year, the Board shall supply the Association President 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.
- G. Employees shall not be responsible for obtaining their own substitute.
- H. Any criticism by a supervisor or administrator of an educational assistant concerning the performance of her/his job duties shall be made in confidence and not in the presence of students, parents, or public gatherings unless required by law, requested by the educational assistant, or required for student safety.

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the 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 it does 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, computers, copy 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.

ARTICLE 6 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. Effective upon the date of ratification of the 2006-2009 Agreement, for employees in their first year who join the District on other than a September 1st, one day of sick leave shall be credited upon hire for each full calendar month left in the year. "Year" is defined as September 1 through June 30.
2. Continuous personal illness absence of five (5) or more days must be certified by a properly licensed physician. In cases where an employee has demonstrated a pattern of sick leave abuse, the Employer may require a doctors note for an absence of less than five (5) days. Excused absences shall not constitute a pattern of abuse.
3. When an employee retires pursuant to the provisions of the Public Employees Retirement System, such employee shall be paid the following for each day of accumulated unused sick leave: **July 1, 2012: \$12.00; July 1, 2013: \$13.00; and, July 1, 2014: \$14.00.**
4. 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.
5. For the purposes of this section, an employee shall be defined as one who works twenty (20) hours per week or more.

B. Maternity Leave

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

1. An 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 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

1. Other leaves of absence, without pay, may be granted by the Board at its discretion.
2. 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.
3. 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.

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

D. 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, **domestic partner**, 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.

E. 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 violation of the contract.

F. Jury Duty

1. 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 7
JOB SECURITY

A. REDUCTION-IN-FORCE

1. 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.
 2. Unit members who have completed seven (7) or more years continuous service to the District shall not be reduced in force before unit members who have not completed seven (7) years of continuous service to the District. The preceding sentence does not guarantee either placement in a specific school or placement in a specific unit title. An "Educational Assistant – Exceptional Student" who has been reduced in force shall be compensated consistent with the terms of Article 12, E. These unit members may indicate to the Human Resources office their preferences as to school placement and those preferences will be considered. These unit members may be required to be interviewed for vacancies but will not be required to provide a resume.
- 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. Postings shall include the building assignment, type of position and work hours. Such notice shall be posted on the District website and in the main office of all worksites. A copy of the posting shall be provided to the Association building representative and to the Association Presidents.
- F. During the school year, an employee initiated inter-school transfer for the same position 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 8
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. This evaluation(s) shall include strengths, weaknesses and suggestions for improvement if appropriate.
- C. Upon reasonable request and upon notice to the Director of Human Resources, an employee shall be permitted to examine evaluation reports in their personnel folder as maintained in the office of the Director of Human Resources.
- 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 9
APPOINTMENTS AND NOTIFICATION

- A. All appointments to any unit position must be approved by the Human Resources Department and the Board before it can be made.
- B. 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 Human Resources Department or by the principal of each school and shall be given 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 10
INSURANCES

- A. Health/hospitalization Insurance
 - 1. **The Board of Education shall provide to employees and their dependents (as modified by C. below) the following medical benefits coverage provided that there is no duplication of coverage and the employee works a minimum of twenty five (25) hours per week. The employee shall pay the portion of the premium set by State law.**

2. Effective no earlier than November 1, 2010, change the carrier for health/hospitalization to the School Employees Health Benefits Program.
 3. With 90 days' written notice to the Association by the Board, the health/hospitalization coverage provided by the Board to eligible employees may be changed to either:
 - a) a plan with identical benefits as SEHBP;
 - or,
 - b) a plan which has benefit levels identical to the Patriot V QPOS/School Board Plan which was in place immediately before the shift to the SEHBP. Effective the date of a change in carrier from SEHBP, if the Board determines to change the carrier from SEHBP, this shall be the only plan available to eligible employees.
- B. Employees may enroll in other benefit coverage's available, however, if the cost of such coverage is greater than the Blue Select option, the employee shall pay the difference through payroll deduction. Effective on the first of the month which is at least 30 days after mutual ratification of the 2006-2009 Agreement, Patriot V QPOS/School Board Plan replaces Blue Select.
- C. New employees shall have the option to select from the following coverages:

Single
Parent/Child
or
Husband/Wife

In the second year of coverage the employee may choose any of the above coverages, or family coverage.

For the purpose of this clause "year" shall be defined as the first of the month which follows the employee's twelve (12) month anniversary.

D. PRESCRIPTION INSURANCE

The Board shall provide to an eligible employee the following prescription plan:

1. **The employee co-payment shall be \$15 for brand-name drugs; \$7 for generic drugs; and one co-payment (\$15 for brand-name drugs; \$7 for generic) for a 90 day supply by mail-order.**

The Board will provide prescription drug insurance coverage to all employees regularly working 25 hours or more per week under the

terms and conditions of said plan. For employees hired prior to July 1, 1997, the benefit eligibility requirement shall be 20 hours per week.

- 2. Effective July 1, 2013, the Board may change the prescription carrier to the SEHBP plan with the lowest patient co-pays. The Board will provide prescription drug insurance coverage to all employees regularly working 25 hours or more per week under the terms and conditions of said plan.**

E. Dental Insurance

Effective on July 1, 2011, or the effective date of the switch to SEHBP under A. 5. above, whichever is later, employees who work 25 or more hours per week shall be eligible for Board-paid single enrollment level dental insurance.

F. Vision Plan

Effective on the date when SEHBP is effective under A. 5. above, the Board shall provide the benefits described in the VSP eye care plan which was shared with the Association during the negotiations for the 2009–2012 Agreement. An employee must work 25 hours per week to be eligible for this Board-paid benefit.

- G. There shall be a voluntary waiver incentive plan for insurance's noted in C. and D. of this Article. Employees who participate in the program shall receive a payment of 20% of the Board's portion of the relevant premium upon the close of the insurance year.**

ARTICLE 11
OTHER BENEFITS

- A. No employee shall be required to take more than an hour lunch break. Said lunch break shall be without pay.
- B. 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 12
ASSOCIATION AGENCY FEE

- A. The Board agrees to deduct from the salaries of its employees, dues for the Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-1 5.9e) and under rules established by the State Department of Education.

- B. Moneys 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 moneys to the appropriate association or associations.
- C. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will provide the Association a list of employees who began their employment in bargaining unit positions during the preceding thirty (30) day period. The list will include name, social security number, job title, and date of employment of each such employee. The Board will notify the Association of any change in the status regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
- D. Indemnification
1. The Association shall indemnify and save harmless the Board against any and all claims, demands, suits judgments, settlements, or any other form of liability including reasonable counsel fees and other costs of defense that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, including but not limited to, any actions. in connection with defending the legality of this indemnification provision.
 - a. Neither the Board or the Association will challenge the legality of any indemnification provision of this Article. In the event this indemnification of the Board by the Association is challenged in any forum by any person or entity, the Board and the Association agree to defend the legality of the indemnification provision. In the event this indemnification provision is deemed to be illegal or against public policy by any court or administrative agency or competent jurisdiction, then effective the date on which the Association no longer remits payment to the Board as provided hereinabove, the Association will eliminate the representation fee in effect at the time.
 - b. The Board shall retain its right to determine its course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of this Article.
 - c. The indemnification provisions of this Article shall continue during any extension of this Agreement or during any period in which the Association is collecting representation fees in accordance with this Article.

ARTICLE 13
SALARY

- A. The parties have agreed to salary guides and they are attached to this Agreement on the last page.
1. "Educational Assistant -Exceptional Student" is the pay category covering the following positions:
 - Special Needs
 - Exceptional
 2. "Educational Assistant" is the pay category covering the following positions:
 - Title I
 - General
 - Special Education
- B. Effective July 1, 2005, an educational assistant who is assigned to substitute for an absent teacher shall receive the substitute's daily rate prorated for the number of hours subbing or the educational assistant's hourly rate, whichever is higher.
- Effective March 1, 2009, an educational assistant who is assigned to substitute for an secretary shall receive the substitute secretary's daily rate prorated for the number of hours subbing or the educational assistant's hourly rate, whichever is higher.
- C. **Effective July 1, 2012, an educational assistant who is temporarily assigned to an Education Assistant – Exceptional Student position shall receive \$1.50 more per hour than her/his hourly rate for all hours.**
- D. Any current or future Educational Assistant - Exceptional Student vacancies shall first be offered to bargaining unit members. Qualification of applicants and fitness for such vacancies shall be determined by the Board.
- E. Educational Assistants – Exceptional Student
1. Upon initial hire, an appointee to the position of Educational Assistant – Exceptional Student shall be placed at the guide step which is closest to \$1.50 per hour higher than Step 1. Upon initial appointment of an existing Educational Assistant to the position of Educational Assistant – Exceptional Student that employee shall be placed at the guide step which is closest to \$1.50 per hour higher than her/his current step.
 2. Involuntary Loss of Position
 - a. If an Educational Assistant – Exceptional Student loses her/his position involuntarily because the student is no longer assigned to the employee, the employee shall remain at the current rate of pay and get the raise consistent with the guide.

- b. If such an employee is offered another Educational Assistant – Exceptional Student position and accepts it, she/he will continue to maintain the rate. If the employee rejects the position, she/he will go back to the step which would result in a reduction of the hourly rate which is no greater than the “extra” pay she/he received when first appointed to the Educational Assistant - Exceptional Student position.
- c. It is expressly understood an Educational Assistant - Exceptional Student involuntarily transferred to a Educational Assistant position for performance or disciplinary reasons shall not be entitled to remain at the higher rate.

3. Voluntary Loss of Position

- a. If an Educational Assistant – Exceptional Student gives up her/his position voluntarily, she/he will go back to the step which would result in a reduction of the hourly rate which is no greater than the “extra” pay she/he received when first appointed to the Educational Assistant - Exceptional Student position.
- b. If such an employee is subsequently offered another Educational Assistant – Exceptional Student position and accepts it, she/he shall be placed at the step which is closest to \$1.50 per hour higher.
- c. If an Educational Assistant – Exceptional Student voluntarily gives up her/his position, the Director of Human Resources will notify the Association Presidents of the change. The pay reduction will be consistent with a. above.

- 4. In order to administer the concepts above, the Human Resources Director shall provide the Association a list of current Educational Assistants - Exceptional Student and the differential they received when first appointed to the position.

F. Pay Periods

- 1. Employees shall be paid bi-weekly in equal installments, subject to deductions for lost hours or unpaid leave.

The amount of each check shall be determined by using the following formula:

$$\frac{R*H*S}{P}$$

where

- R= the employee’s hourly rate
- H= the employee’s total daily hours
- S= the number of student calendar days
- P= the total number of paydays in the year

- 2. Effective when all units agree to a change to a semi-monthly pay approach, salaries shall be paid on the 15th and the 30th of each month. If a pay day

follows on a weekend of holiday, employees shall be paid the work day immediately preceding the weekend of holiday.

- G. When an employee is assigned to an overnight trip, the employee shall be paid \$22.50 per 24-hour period in addition to the employee's regular hourly rate for each hour assigned on site. Additionally, any hours above 40 shall be compensated at 1.5 times regular rate.

In the event the employee assigned declines to attend the trip then another shall be assigned from a pool of volunteers. If there are adequate members volunteering for the trip, the trip shall be assigned to unit members. Effective with the ratification of the 2006-2009 Agreement, the practice of requiring an employee who has declined a trip to arrange for her/his own substitute is terminated. 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.

- H. When an Employee is a presenter at in-service, the Employee shall be paid at 1 1/2 times \$10.00 per hour during working hours and 2 times \$10.00 per hour after working hours plus the presenter's normal hourly rate for hours attending in-service.
- I. The position occupant for the job title "Special Education Program Facilitator with Special Therapy Skills" shall be compensated an additional \$14.00 per hour for each hour that she/he performs the specific duties of the position. Partial hours worked will be prorated.
- J. Effective July 1, 2011, salaries shall be paid by direct deposit.

ARTICLE 14 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

one (1) of whom shall be a member of the Superintendent's council, will take place at a mutually agreeable time to discuss matters of concern. One (1) such meeting shall take place each month, and be of no more than one (1) hour in duration. It is understood that such meetings will not be used as a substitute for the grievance procedure. Such meetings shall be in addition to Article 5, A.

B. 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.

C. Board Policy

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

D. 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.

E. 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.

F. 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.

G. 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.

H. The cost of printing of the Agreement for distribution to unit members shall be shared equally by the Association and Board.

I. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at Malberg School, 45 Ranoldo Terrace, Cherry Hill, New Jersey 08034;
2. If by Board, to Association, Care of Current President(s), at said President's school address.

ARTICLE 17
DURATION

This Agreement shall be effective as of **July 1, 2012**, and shall continue in effect until **June 30, 2015**, subject to the Association right to negotiate over a successor agreement as provided in Article 2. 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 _____, **2013**.

For the Board of Education of the Township of Cherry Hill:

Board President

Board Secretary

For the Educational Assistants of Cherry Hill:

Co-President

Co-President

Secretary

SALARY GUIDE
2012-2013, 2013-2014, and 2014-2015

STEP	RATE	STEP	RATE	STEP	RATE
1	9.16	1	9.25	1	9.34
2	9.21	2	9.30	2	9.40
3	9.26	3	9.35	3	9.45
4	9.67	4	9.76	4	9.86
5	9.94	5	10.04	5	10.14
6	10.21	6	10.31	6	10.42
7	10.76	7	10.86	7	10.97
8	11.30	8	11.41	8	11.53
9	11.86	9	11.98	9	12.10
10	12.40	10	12.53	10	12.65
11	12.94	11	13.07	11	13.20
12	13.73	12	13.86	12	14.00
13	14.26	13	14.40	13	14.55
14	14.81	14	14.95	14	15.10
15	15.34	15	15.50	15	15.65
16	15.90	16	16.06	16	16.22
17	16.50	17	16.67	17	16.84
18	18.43	18	18.62	18	18.80

Initial guide placement of Educational Assistant - Exceptional Student: consistent with Article 13, E. 1., a newly-hired employee in this title shall be placed at the step which is closest to \$1.50 above Step 1. In each of the years of the **2012-2015** Agreement, this is Step 7.