In an effort to keep our stakeholders informed during the negotiation process, we have developed some “frequently asked questions” about the negotiations process.

Q: What is the Cherry Hill Education Association?

A: The Cherry Hill Educational Association, also known as “CHEA”, is a bargaining unit that represents a total of approximately 1,200 employees. The bargaining unit is comprised of approximately 1,000 teachers, guidance counselors, librarians, nurses, child study team members and other related service staff members. CHEA also represents some of the district secretarial staff, support staff and custodial staff.

Q: What is being negotiated?

A: The Cherry Hill Board of Education and the Cherry Hill Education Association are negotiating a new contract for members of the association because their contract expired on June 30, 2014. Items in the new contract will address salary, benefits, language changes to the contract and a variety of other topics.

Q: Why have the negotiations taken so long?

A: Typically, the process to set a date to begin negotiations for a new contract starts sometime around the November prior to the end of an existing contract. The schedules of the CHEA representatives, the New Jersey Education Association (NJEA) representatives, and the volunteers who make up the Board of Education all come into play when scheduling a date for negotiations to begin. Since bargaining began at the end of May 2014, the Board has made numerous proposals to address CHEA concerns and continues to do so. Several issues during the negotiations were agreed to quickly; others have proven to be more challenging. This is typical of any contract negotiation process.

Q: What is the status of the teacher contract negotiations?

A: The Cherry Hill Board of Education is committed to bargaining an agreement. To date, an agreement has not yet been reached in the contract negotiations between the Cherry Hill Education Association (CHEA) and the Cherry Hill Board of Education. A mediator became involved in the process in November. In April, the state appointed a fact finder to assist in mediation. The fact finding hearing was held on September 3, when both parties presented their information to the state-appointed fact finder. The fact finder’s report and recommendations are expected in early November.

Q: What is a mediator? What is a fact finder?
A: A mediator is a neutral professional who assists the parties to reach an agreement. Mediation has been helpful in the past to assist the Board and the CHEA to reach agreements. A negotiation meeting with the state-appointed mediator took place on December 15, 2014. You may read more about how this date was chosen by clicking here. Subsequent meetings did not result in an agreement and a state-appointed fact finder joined the process in April. A fact finder analyzes the facts of the bargaining process and seeks to recognize a potential compromise.

Q: What occurs at a fact finding hearing?
A: The purpose of the hearing is to allow each party to present facts, data, and arguments in support of their positions. Once the hearing is concluded, the fact-finder offers the parties an opportunity to file briefs and then, based upon information from the hearing and/or briefs, will issue a report with recommendations. The report is required to be released to the public ten (10) days after both parties have received the fact finder’s recommendations.

Q: Is the fact finder’s report binding?
A: No, it is not. However, more often than not, such reports often become the basis for a settlement. If the fact finder’s report is rejected, the parties are required to submit their disputes to super conciliation, the next step in the process, after 20 days of the issuance of the fact finder’s report.

Q: What is the School Board’s role in the negotiation process?
A: Bargaining with employees is an important part of the Board’s duties. It ensures the community, through its elected officials, has direct involvement in the fiscal management of the school budget. It is important to note that while school board members are elected officials, each member is a volunteer.

Q: When the teachers say they are working “without a contract,” what does that mean?
A: Our teachers and other CHEA members have continued to work throughout the negotiations process under the terms of the contract that expired June 30, 2014. Under state law, all the terms and conditions of the previous contract continue in place until a new contract is reached by the parties. To view the contract under which the CHEA is currently working, click here. As we continue the negotiations, all parties look forward to reaching a satisfactory agreement.

Q: May teachers use class time to talk with parents and students about negotiations?
A: State collective bargaining laws protect certain activities by school employees in discussing negotiations. Employees may not discuss “work to rule” (an action in which employees do no more than the minimum required by the rules of their contract) with students or parents during class time. They also may not inform students about what they may or may not be doing as a result of the work to rule
campaign. Staff may not discuss labor negotiation matters with parents at parent conferences, back-to-school nights or evening events. Of course, staff may have these conversations outside of their workday.

Q: May teachers send home a letter with their students explaining the union’s position?
A: No, this is not allowed under the law. Also, teachers legally may wear non-disruptive clothing, such as CHEA t-shirts to work, but they may not wear any shirts or buttons that promote their position on contract negotiations. Staff members may not use the district e-mail system, School Messenger, teacher websites, or other district notification systems for conducting union business or discussing labor issues.

Teachers legally are allowed to conduct informational picketing in front of school facilities. However, they may not be on school grounds when they are handing out leaflets or picketing. They may not block driveways or hallways that students, staff and parents use for access to buildings. They may not create an unsafe or threatening environment for students walking to and from school. They may not put leaflets on windshields in school parking lots.

Q: If fact-finding fails, can employees strike?
A: It is established in New Jersey that public school employees do not have the right to strike.