

AGREEMENT BETWEEN

THE CAMDEN BOARD OF EDUCATION

and

THE CAMDEN EDUCATION ASSOCIATION

(UNIT OF CLERKS AND SECRETARIES)

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X July 1, 1985 through June 30, 1987

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Special Labor Counsel for  
the Camden Board of Education

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ARTICLE I  
RECOGNITION

A. The Board of Education hereby recognizes the Camden Education Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment and for representation in grievances for all secretarial and clerical employees of the Board whether under contract, on leave, or on a per diem basis, but excluding all confidential secretarial and clerical employees. Confidential employees excluded from the unit include the following:

Secretary to the Superintendent;

Secretary to the Deputy Superintendent;

Secretaries to the Assistant Superintendents.

ARTICLE II

NEGOTIATION PROCEDURE

A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended, the parties agree to commence collective negotiations for a successor Agreement to this Agreement in accordance with the guidelines established by the New Jersey Public Employment Relations Commission.

B. Upon written reasonable request by the Representative of the CEA, the Board agrees to make known to the representative when and where the Association may obtain documents that the Board is required by law to release.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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 executed this Agreement.

E. 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.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definition:

A "Grievance" shall mean a complaint by an employee or the Association that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of this Agreement. A grievance to be considered under this procedure must be initiated in writing by the employee or the Association within thirty (30) calendar days from the time when the employee or the Association knew or should have known of its occurrence.

B. Procedure:

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, the employee or the Association shall initiate a grievance in writing to the Immediate Supervisor specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) the results of previous discussion;
- (d) his dissatisfaction with decisions previously rendered;
- (e) the nature of the remedy sought.

The Immediate Supervisor shall communicate his decision to the employee in writing within five (5) working days of receipt of the written grievance.

4. The employee or the Association, no later than five (5) workdays after receipt of the Immediate Supervisor's decision may appeal the Immediate Supervisor's decision to the Superintendent, Business Administrator or Board Secretary. The appeal must be made in writing reciting the matter submitted to the Immediate Supervisor as specified above and his or his dissatisfaction with decisions previously rendered. The Superintendent, Business Administrator or Board Secretary shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The

Superintendent, Business Administrator or Board Secretary shall communicate his decision in writing to the employee and the Immediate Supervisor.

5. If the grievance is not resolved to the grievant's or Association's satisfaction, he, no later than five (5) days after receipt of the Superintendent's, Business Administrator's or Board Secretary's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, Business Administrator or Board Secretary 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 employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within forty-five (45) calendar days of receipt of the appeal. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice. The Board of Education shall not be required to give reasons for its decision. Decisions of the Superintendent, Business Administrator and Board Secretary in the following matters shall be final and such decisions shall not be subject to appeal to the Board:

- (a) any matter for which a method of review is prescribed by law, or;
- (b) Any rule or regulation of the State Commissioner of Education; or



- (c) by-laws of the Board of Education; or
- (d) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the Association agrees to seek review by a third neutral party, the Association shall so notify the Board through the Superintendent's, Business Administrator's, or Board Secretary's Office within ten (10) workdays of receipt of the Board's decision.

7. (a) The following procedure will be used to secure the services of an arbitrator;

1. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3. (a) If the parties are unable to determine, within ten (10) workdays of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding upon the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report and findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

C. Rights of Employees to Representation:

(1) Any aggrieved person may be represented at all stages of the Grievance Procedure by himself, or, at his option, by a representative selected or approved by the Association.

(2) When an employer is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent, Business Administrator or Board Secretary or any lower level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(3) The Board and Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

D. Costs:

(1) Each party will bear the total cost incurred by themselves.

(2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV  
EMPLOYEE RIGHTS

A. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the Grievance Procedure herein set forth.

B. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he/she and the Association shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meeting or interview. The Association shall receive a copy of this notice.

C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. A Joint Study Committee shall be established by the Board of Education and the Association to review assignments of secretaries and clerks involving groups of students whereby the secretary or clerk is subjected to verbal or physical abuse. The Board and the Association shall appoint an equal number of persons to serve on this Committee, not to exceed four (4) from each side.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association, the Camden County Council of Education Associations, the New Jersey Education Association, and the National Education Association may be permitted to transact official Association business on school property at reasonable times provided that notification has been given to the building principal.

B. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the School Business Administrator's Office in writing.

C. The Association shall have the use of a bulletin board in each office in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and Superintendent, Business Administrator and Board Secretary.

D. The Association may use the school mailboxes in a reasonable manner with the permission of the building principal.

E. Materials addressed to building representatives received in the building will be placed in their mailboxes.

F. The President of the Association shall enjoy freedom to enter and leave his assigned building and other buildings at reasonable times when school is in session and he is not

otherwise assigned, provided he notifies his building principal or supervisor, and if he secures permission to enter any other school building or buildings from the building principal or supervisor of that building.

G. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

H. 1. The Board agrees to supply the Association with names and addresses of all employees on October 1 and with names and building assignments on February 1 of each year. The Board shall also provide the Association in August with the names and addresses of employees to be initially employed as of September 1. This information shall be used by the Association only for organizational purposes. The Board shall bear no responsibility for the use of this information after it has been supplied to the Association.

2. The Board shall send to the Association copies of all bulletins that go out to personnel represented by the Association.

I. The Association shall be allotted a maximum of thirty (30) minutes time as part of the regular program for orientation of new employees at the beginning of each school year.

J. Whenever members of the Negotiations Committee of the Association are mutually scheduled to participate during working hours in negotiations, they shall suffer no loss in pay.

K. The Board of Education shall grant a full leave of absence with pay and with all hospital and insurance benefits to the President of the Association or his/her designee during the term of office as the President. The Association shall reimburse to the Board of Education the full cost for the salary and all hospitalization and other insurance coverage afforded the President or his/her designee under this provision. Upon return from his/her leave of absence, the Association President or his/her designee shall be entitled to credit for the year of leave for purposes of the salary increment program.

ARTICLE VI

SICK LEAVE

A. The Board hereby agrees to continue its practices with respect to the number of sick leave days permitted the employees each school year, and further, the Board agrees to continue its practice with respect to the employee's rights to accumulate sick leave days from year to year.

B. Absence Regulations Governing All Employees

1. In Cases of Absence for Personal Illness:

Any employee who is ill and cannot report to his assigned duties, shall report the illness to the Office of his Immediate Supervisor and the Superintendent, School Business Administrator or Board Secretary before the start of the regular workday. The Superintendent, or Board Secretary, or their designee, may require a doctor's certificate for one (1) day's absence when it is deemed necessary. When this is required, the doctor's certificate shall state the nature of the illness and that the employee was unable to carry out his/her assigned duties on that day.

2. Requirements After Five Days' Absence:

When an employee is absent beyond five (5) school days because of illness he shall:

(a) File a doctor's certificate stating the nature of the illness with the Superintendent's, School Business Administrator's or Board Secretary's Office.



(b) Submit a written request for leave of absence to the Superintendent's, School Business Administrator's, or Board Secretary's Office; stating the length of sick leave required.

3. Leaves of Absence:

Leaves of absence shall be recommended by the Superintendent or Board Secretary and approved by the Board of Education. Leaves shall be granted for a period of up to three (3) months. If any employee is compelled to be absent more than three (3) months, the leave may be extended, upon receipt of such a request in writing and a doctor's certificate stating the need for an extended sick leave.

Leaves of absence shall not be extended beyond the close of the current school year, except in very unusual cases, or in the case of a female employee who is out on maternity leave of absence.

Before returning to his position, an employee shall communicate with the immediate supervisor's office, and he shall file another doctor's certificate with the Superintendent or Board Secretary stating that he is able to resume his regular duties. The Superintendent or Board Secretary may require additional medical examination to determine capacity to perform assigned duties, and require the employee to report to the Chief Medical Inspector's Office for an examination.

C. Sick Leave Policy:

Effective July 1, 1983, all persons holding any office,

position, or employment in the school district who are steadily employed by the Board of Education shall be allowed sick leave with full pay for a period of thirteen (13) school days in any school year. If any person requires in the school year less than thirteen (13) school days of sick leave, all of such leave not utilized shall be accumulative.

D. A new employee appointed subsequent to July 1st of the school year, based upon the date of appointment, shall be allowed sick leave and accumulated sick leave in proportion to the number of months remaining in that school year.

E. Effective July 1, 1985, employees retiring from the Camden schools shall be paid twenty-five (\$25.00) dollars for each unused sick leave day accumulated at the time of retirement.

F. Employees who do not use any sick leave days in a school year shall receive a One Hundred (\$100.00) Dollars United States Savings Bond.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. For the duration of this Agreement, the Board hereby agrees to continue its practices with respect to the temporary leaves of absences that are permitted the employees in the recognized bargaining unit. All procedures and regulations for the utilization of such days are also continued in full force and effect.

B. All employees shall be entitled to two (2) personal leave days without refund, within each school year, provided that a formal request is initiated stating the reasons therefor. Said request shall be approved by the Superintendent, School Business Administrator or Board Secretary and shall have been submitted at least five (5) school days prior to the date requested, except in extreme emergency. A copy of such request shall be filed with the immediate superior (supervisor or principal) at the same time it is forwarded to the Superintendent, School Business Administrator or Board Secretary. Except in an extreme emergency, personal leave shall not be granted prior to September 15 or after June 1st, or immediately prior to or after any scheduled vacation period or school holiday. Any personal leave days not utilized by an employee during the school year shall, at the end of the school year, be accumulated and added to the individual employee's sick leave accumulation.

C. In case of absence on account of death of husband, wife, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive weekdays, except Saturday. This provision will also apply in case of death of another member of the immediate household of the employee.

Upon presentation of proof of guardianship concerning legal guardian (mother or father), the above shall apply.

D. In case of absence on account of death of father-in-law or mother-in-law full salary shall be paid for a period of up to three (3) consecutive weekdays except Saturday.

E. One day's absence without loss of pay shall be allowed to attend the funeral of grandparents, greatgrandparents, aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs.

F. Employees may be allowed to attend the funeral of a co-worker without loss of pay upon receiving such permission from the Superintendent, School Business Administrator or Board Secretary.

G. Employees whose son, daughter, husband or wife is receiving a college degree, may be allowed one day's absence to attend the graduation exercises without loss of salary. Request for such permission must be made in writing to the Superintendent, School Business Administrator or Board Secretary.

H. All military service absence by employees of not more than ten (10) working days annually for temporary short-term

military service shall be treated as "Absence with Permission" requiring no refund, and shall not be counted as part of vacation days. Absence in excess of ten (10) working days will require full refund.

I. For reasons with permission to be married, all employees shall be granted leave of absence not to exceed one (1) calendar week. Payroll deductions for this absence shall be in accordance with these regulations and with the rates set for other absences.

J. All requests for permission to be absent for reasons other than illness must be made in writing to the Superintendent, School Business Administrator or Board Secretary.

K. The President of the Association or his/her designee may take up to five (5) days of leave per year without loss of pay for the performance of Association business including preparation for negotiations, processing of grievances and attendance at meetings and conventions provided that written notice is given to the Superintendent or his/her designee five (5) days in advance.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

B. Any secretary or clerk who becomes pregnant shall be entitled to use sick leave pursuant to Article VI of the Agreement for pregnancy-related illness or disability and/or take unpaid maternity leave subject to the procedures set forth below.

General Procedures

1. Any secretary or clerk who becomes pregnant shall notify the Principal and the Superintendent in writing within three (3) months of the pregnancy.

2. After the fifth month of pregnancy the secretary or clerk shall furnish the Principal and Superintendent with a certificate from an obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

3. If a Principal finds that a secretary's or clerk's pregnancy interferes with the performance of her duties, he/she shall document such in writing and shall request a medical report from her obstetrician or gynecologist. The matter shall then be referred to the Board, along with all documentation, for their review and determination of the secretary's or clerk's

ability to continue to work.

4. After childbirth, the secretary or clerk may return to work within six (6) weeks, unless the secretary or clerk submits a written report and/or documentation from her obstetrician or gynecologist stating that she is not medically fit to perform all the duties of her position. A secretary or clerk shall submit proof of the date of birth of the child.

5. If a Principal finds that a secretary's or clerk's condition after pregnancy interferes with the performance of her duties, he/she shall document such in writing and shall request a medical report from the secretary's or clerk's obstetrician or gynecologist. The matter shall then be referred to the Board, with all documentation, for their review and determination of the secretary's or clerk's ability to continue to work.

Sick Leave:

1. A secretary or clerk is entitled to use sick leave for pregnancy-related illness or disability upon submission of satisfactory proof and/or documentation of such illness or disability. This proof and/or documentation shall be subject to the approval of the Superintendent or his/her designee.

2. A secretary or clerk who is absent for more than five (5) days must file a medical certificate stating the nature of the illness pursuant to the provisions of Article VI of the Agreement.

3. No secretary or clerk on maternity leave or on any other type of unpaid extended leave is entitled to the use of sick leave.

Maternity Leave:

1. Maternity leave shall be granted to any secretary or clerk who becomes pregnant should such secretary or clerk who becomes pregnant fail to provide the medical certificate required pursuant to Section B.2 above or who is determined to be unable to perform her duties by reason of her pregnancy in accordance with Section B.3 above.

2. Maternity leave may be granted at any time during pregnancy upon presentation of a certificate from an obstetrician or gynecologist stating that such maternity leave is vital to the secretary or clerk's health.

3. A secretary or clerk shall be permitted to return from maternity leave upon satisfying the certification requirements set forth in Section B.4 above provided that no determination of unfitness is made in accordance with Section B.5 above.

4. A secretary or clerk who exhausts her sick leave for pregnancy-related illness or disability may at that time be granted a maternity leave.

C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of an employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. The Board may grant a leave of absence without pay to any employee to serve in a full-time public office.



E. Other leaves of absence without pay may be granted by the Board for good reason.

F. (1) Upon return from leave granted pursuant to this Article, an employee shall be considered as if he were actively employed by the Board during the leave. An employee shall not receive increment credit for time spent on an unpaid leave granted pursuant to Section B, C, D or E of this Article. Applications for leave are subject to the approval of the Superintendent or Board Secretary. This provision shall be applied consistent with applicable statutes and regulations.

(2) All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and every effort shall be made to assign him to the same position which he held at the time said leave commenced, if available.

G. All extensions or renewals of leaves shall be applied for in writing. If the Board approves such application, the employee shall be notified in writing.

ARTICLE IX  
INSURANCE PROTECTION

A. For the duration of this Agreement, the Board will continue to assume one hundred (100%) percent of the cost of the employee's and the employee's dependent coverage, where appropriate, in the New Jersey School and State Employees Health Benefits Program. (Blue Cross and Blue Shield, Rider J and Major Medical Coverage).

B. The employee will become eligible for this coverage on the first of the month following the date of two (2) months continuous service with the Board of Education.

C. For the duration of this Agreement, the Board of Education will continue to assume one hundred (100%) percent of the individual and dependent coverage, where appropriate, of the prescription drug insurance program.

D. Effective July 1, 1985, the Board of Education shall continue to provide to individual employees such dental coverage that was in effect immediately preceding July 1, 1985, at a cost not to exceed one hundred twenty-five (\$125.00) dollars per annum. There shall be no cost to the employee. The carrier for the dental program will be selected by the Board of Education in its discretion after consultation with the Association.

E. Any and all premium increases levied by the carriers during the life of the Agreement, for the insurances provided

for in Sections A and C shall be borne by the Board. Premiums for the insurances described in this Article, Sections A, C and D which are in effect on the last day of the term of this Agreement, shall constitute the Board's future premium liability, unless and/or until an increase thereon is negotiated during the course of the contract negotiations for a successor to the 1985-1987 Agreement.

ARTICLE X  
BOARD RIGHTS

A. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

C. The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the School District, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE XI  
DEDUCTIONS FROM SALARY

A. The Board agrees to deduct the dues of the Association in accordance with the provisions of Statute and the appropriate rules and regulations, upon proper notification by the Association to the Secretary of the Board.

B. The Association agrees to save the Board harmless from any action by the Association regarding funds involved in the implementation of this Article after those funds have been transmitted to the representative designated by the Association.

C. The Board agrees to deduct appropriate amounts authorized by office employees who wish to participate in the tax sheltered annuity program sponsored by the Kemper Insurance Company.

D. 1. The Association will submit to the Board, prior to November 1, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the amount of the representation fee which shall be equal to 85% of those dues certified by the Association, and promptly transmit the amount so deducted to the Association.

2. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the

representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to such employee during the membership year in question.

3. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. On or about the last day of each month, after November 1, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XXV

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective July 1, 1985 except as herein provided and shall continue and remain in full force and effect to and including June 30, 1987 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be placed hereon, this        day of        , 1985.

CAMDEN BOARD OF EDUCATION

CAMDEN EDUCATION ASSOCIATION

*Alida R Wright*  
3/10/86                      President

*Sara P. Davis*  
President

Date:

Date: *Feb. 10, 1986*

Attest:

Attest:

*Preston H. Hummer*  
Secretary

*Elizabeth A. Smith*  
Secretary

Date: *2/10/86*

Date: *2/10/86*

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

Notification of Vacancies:

(1) No later than thirty (30) days before the end of each school year, the Superintendent, School Business Administrator or Board Secretary shall deliver to the Association and post in all school buildings a list of the known vacancies by title which shall occur during the following school year.

(2) Filing Requests

Employees who desire to transfer to another building may file a written statement of such desire with the Department Heads. Such statement shall include the school or office to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than June 30th.



ARTICLE XIII

ACCREDITED EVENING HIGH SCHOOL,  
SUMMER SCHOOL AND FEDERAL PROGRAMS

Posting:

All openings for positions in the accredited evening high school, summer school, federal projects, and other programs shall be publicized by the Department Heads in accordance with the procedure for publicizing promotional vacancies.

ARTICLE XIV

SENIORITY

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

ARTICLE XV

VACATION

A. Twelve (12) month employees shall be entitled to paid vacations in accordance with the following schedule:

1 to 12 months	1/2 day for each month of service
1 year and 1 day to 9 years	10 working days
9 years and 1 day to 15 years	15 working days
15 years and 1 day to 20 years or more	20 working days

B. Individual vacation schedules shall be mutually agreed upon by the employee and the employee's Immediate Supervisor subject to the approval of the Department Head. The Department Head shall reserve the right to disapprove a vacation schedule if work needs require. In the event of such disapproval, the employee reserves the right to submit an alternative schedule.

C. All existing Board practices and procedures with respect to the establishment of the number of days that an individual is entitled to in accordance with his anniversary date of employment shall continue to determine the eligibility of an employee under Section "A" of this Article.

D. If the employee is entitled to fifteen (15) working days or more of vacation, only two (2) weeks may run consecutively. No vacation time shall be taken during the first ten (10) school days in September.

E. Vacation time off shall be taken in units of full-weeks,

commencing on a calendar Monday through a calendar Friday. Employees with two (2) weeks of vacation may schedule the second week of vacation in days, as follows: during July and August, any day of the week; September through June, any day, except for Monday and Friday or the day before or after a holiday. If an employee is entitled to a third week of vacation, it may be taken in days, at any time of the year, provided one (1) week's notice is given to the appropriate department head. Vacation days shall be taken in full days. If a holiday falls within a week, a vacation day shall be taken either on the Friday preceding the full week's vacation, or on the Monday thereafter. One (1) week's notice for single vacation days must be given to the appropriate Department Head.

F. Vacation days are not accumulative.

G. Clerks employed on a ten (10) month basis shall be excused on all days that schools are officially closed by the Board of Education (other than legal holidays). These days are granted in lieu of vacation period.

H. Additional vacation based on years of service shall accrue on the July 1 next following the anniversary date of employment at which the additional vacation is earned.

ARTICLE XVI

WORK YEAR

A. The work year of employees shall be as follows:

(1) All ten (10) month contractual employees' work year shall commence September 1st to June 30th.

(2) All twelve (12) month contractual employees' work year shall commence July 1st to June 30th.

B. Building-based secretaries and clerks who are not assigned to the central offices shall not be required to report to work when their respective schools are closed.

ARTICLE XVII

DAILY WORK HOURS

A. September 1 - June 30

Elementary	8:00 to 4:00
Secondary	8:00 to 4:00
Administrative	8:30 to 4:30

B. Summer Work Hours

(1) From July 1 to September 1

(2) All Secretaries and Clerks

a. Schools 8:00 to 3:30

b. Administrative 8:30 to 4:00

Including forty-five (45) minute uninterrupted  
lunch hour.

ARTICLE XVIII

WAGES

A. The wages for the various categories shall be set and paid in accordance with the schedules attached hereto.

The increments provided for in the schedules shall not bring the employee above the next step in the wage schedule.

B. Personnel shall render more than five (5) months' service in the particular school year in order to be entitled to an increment on July 1st for twelve (12) month employees and September 1st for ten (10) month employees for the succeeding school year.

C. The Board agrees to pay time and one-half (1 1/2) of the regular rate for all time worked as overtime that has been scheduled by the Immediate Supervisor, and approved by the Superintendent, School Business Administrator or Board Secretary.

D. Ten (10) month employees who work one (1) week prior to September 1st, shall be paid on a pro rata salary based on their regular ten (10) month salary. Employees who work this week shall be on a voluntary basis.

E. During the term of this Agreement, the Association may conduct a study of the salary schedules and/or groupings of positions/titles in this unit. The Association may present the results or findings of said study to the Superintendent or his/her designee, who shall review same.

ARTICLE XIX

PROMOTIONS

A. A notice of a vacancy in a promotional position shall be sent to each school thirty (30) days before the final date when applications must be submitted.

B. Employees who desire to apply for such vacancy shall submit their applications in writing to the Superintendent, School Business Administrator or Board Secretary within the time limit specified within the notice. An individual may be temporarily assigned to a vacant position pending completion of the posting and interview process and the making of a permanent selection, provided, however, that no individual temporarily assigned to a position shall be deemed to be automatically entitled to permanent appointment by reason of temporary assignment.

C. Whenever an employee is advanced to a higher classification, he or she shall receive a promotional adjustment as set forth in salary policies for non-teaching personnel as follows:

(1) Advancement to positions in Groups I, II-A and II-B shall receive a \$400.00 promotional adjustment.

(2) Advancement to positions in Groups III or IV shall receive a \$300.00 promotional adjustment.



D. Employees promoted to a higher classification shall receive the above promotional increase or the minimum rate of the higher classification, whichever is greater. Effective upon the promotion, the employee shall be placed on the step on the new classification which coincides with the new salary. If an employee's salary, upon promotion, is between two steps on the new grade, the employee shall be adjusted to the step closest to the new salary, upward or downward. If the new salary is midway between two steps, the employee shall be adjusted upward.

ARTICLE XX

PROTECTION OF EMPLOYEES

A. The Superintendent of Schools shall appoint a committee to study incidents of assault and accident involving clerks and secretaries which may be connected with their employment and shall file a report with the Board of Education through the Superintendent on each such incident. Membership of this committee shall be selected from names recommended to the Superintendent by the Association, such recommendations to be submitted by July 1 each year.

B. Clerks and Secretaries shall immediately report cases of assault or accident by them in connection with their employment to their principal or other immediate supervisor. Such notification shall also be immediately forwarded to the Superintendent. The Association may consult with the Superintendent who shall comply with any reasonable request for the Association for information in the possession of the Superintendent relating to the incident or person involved, subject to review by the Board Solicitor.

C. A joint committee of members appointed by the Superintendent and members appointed by the Association shall receive emergent and non-emergent health and safety conditions.

D. The Board of Education agrees to prosecute to the fullest extent permitted by law any person or group of persons involved in an assault against a clerk or secretary, or vandalism or theft of his/her property while such clerk or secretary is in the performance of his/her assigned duties.

E. Each school year, the Board of Education shall schedule, during regular working hours, an in-service program in each building to deal with security and safety. Such in-service shall deal with specific responsibilities of both the Administration, building and central, and clerks and secretaries in working toward a healthful and safe work place.

ARTICLE XXI

EMPLOYEE EVALUATION

A. In an attempt to provide a basis for employee improvement and to measure employee effectiveness, all employees shall be subject to periodic observation and evaluation of their work. For each tenured employee, this shall occur not less than two (2) times each school year. For each non-tenured employee, this shall occur not less than four (4) times each school year.

B. In all cases, summary comments in narrative form shall be included in the completion of the Observation Report form. In cases where need for improvement has been indicated, improvement areas shall be specified and recommendations for improvement shall be included on the completed form.

C. Employees shall be informed when any evaluative observation of which a record will be made is being conducted.

D. Employees shall have the right, upon request, to a confidential conference with the evaluator within a reasonable time after the completion of the evaluation.

E. Employees shall receive a copy of all evaluation reports.

F. Employees shall have the right, upon reasonable request, to review the contents of their personnel file. Confidential recommendations which were submitted upon the employee's employment in the school system would not be subject to this review.

G. If there is any material in the personnel file which the employee believes to be derogatory, the employee may submit a written answer to such material which shall be placed in the file.

ARTICLE XXII

ASSOCIATION - ADMINISTRATIVE LIAISON

This unit may have one (1) representative on the liaison committee that meets with building principals and one (1) representative on the liaison committee that meets with the Superintendent. These liaison committees shall be limited to a maximum Camden Education Association membership of four (4) representatives, consisting of one (1) representative from each of the following units: a) teachers; b) secretaries and clerks; c) instructional assistants; and d) attendance officers and school police officers.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

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

(1) If by the Association to the Board: Room 503, City Hall, Camden, New Jersey 08101, Attention: Board Secretary.

(2) If by the Board to the Association: 2656 Baird Boulevard, Camden, New Jersey 08105, Attention: CEA President.

B. 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.

C. The following requirements of law pertaining to reduction in force shall apply to all noncertificated employees of the district:

1. When reduction in force is necessary, there shall be no dismissal by reason of residence, age, sex, race, religion, or political affiliation.

2. Reduction in force must be on the basis of seniority (see FCLA). The employee or employees having the least number of years in service in the district shall be laid off first.

3. Employees dismissed due to reduction in force shall be placed on a preferred list for reemployment when vacancies occur.

4. Employees shall be reemployed in reverse order of layoff.

5. An employee called back into service shall be given full recognition for previous years of service in the district.

D. Seniority shall be based upon an employee's continuous length of service with the Board of Education of the City of Camden.

All employees shall be considered as probationary employees for the first ninety (90) days of their employment.

Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.

E. The Board agrees to make every effort to provide proper equipment for the performance of duties and adequate facilities for personal use provided, however, that it shall rest in the Board's sole discretion to determine what is proper and adequate within the constraints of the budget.

F. The Board agrees to maintain written job descriptions for all employees covered by this Agreement and to make them available to individual employees and/or to the Association.



G. 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 or marital status.

H. An employee must give the Board twenty (20) days' written notice of resignation. The Board shall give an employee twenty (20) days' written notice of termination.

ARTICLE XXIV

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the Agreement.

ARTICLE XXV

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective July 1, 1985 except as herein provided and shall continue and remain in full force and effect to and including June 30, 1987 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be placed hereon, this                    day of                    , 1985.

CAMDEN BOARD OF EDUCATION

CAMDEN EDUCATION ASSOCIATION

Alicia R. Wright  
2/10/86                    President

Sara P. Davis  
President

Date:

Date: Feb. 10, 1986

Attest:

Attest:

Preston H. Cunningham  
Secretary

Anthony A. Pinta  
Secretary

Date: 2/10/86

Date: 2/10/86

GROUP I

(Head Clerks; Purchasing; Billing; Payroll)

12 months

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	9,618	10,068
2	9,918	10,368
3	10,241	10,692
4	10,564	11,040
5	10,996	11,388
6	11,427	11,854
7	11,966	12,318
8	12,505	12,899
9	13,152	13,480
10	13,798	14,178
11	14,499	14,874
12	15,200	15,630
13*	15,901	16,386
14*	16,655	17,141
15*	17,410	17,954
16*	18,218	18,768
17*	18,811	19,639
18*	19,566	20,278
18+	---	21,092

\*includes \$200.00 longevity

GROUP II-A

(Statistical Clerk; Accounting Clerk; Billing Clerk)

<u>STEP</u>	12 months	
	<u>1985-86</u>	<u>1986-87</u>
1	8,124	8,258
2	8,624	8,758
3	9,163	9,297
4	9,702	9,878
5	10,241	10,459
6	10,780	11,040
7	11,319	11,621
8	11,858	12,202
9	12,397	12,783
10	12,936	13,364
11	13,475	13,945
12	14,122	14,526
13*	14,769	15,224
14*	15,415	15,921
15*	16,062	16,617
16*	16,709	17,315
17*	17,518	18,012
18*	18,488	18,884
18+	--	19,930

\* includes \$200.00 longevity

GROUP II-B

(Secretaries to High School Principals)

12 Months

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	7,905	8,072
2	8,355	8,522
3	8,840	9,007
4	9,325	9,530
5	9,810	10,052
6	10,295	10,575
7	10,780	11,098
8	11,265	11,621
9	11,750	12,144
10	12,235	12,666
11	12,720	13,189
12	13,205	13,712
13*	13,798	14,235
14*	14,445	14,874
15*	15,092	15,572
16*	15,847	16,269
17*	16,709	17,083
18*	17,571	18,012
18†	--	18,942

\* includes \$200.00 longevity

GROUP III

(Secretaries to Middle School Principals)

12 months

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	7,362	7,536
2	7,762	7,936
3	8,193	8,367
4	8,624	8,832
5	9,055	9,297
6	9,486	9,761
7	9,918	10,226
8	10,457	10,692
9	10,996	11,273
10	11,642	11,854
11	12,289	12,550
12	12,936	13,247
13*	13,690	13,945
14*	14,445	14,757
15*	15,199	15,572
16*	15,981	16,384
17*	16,493	17,227
18*	17,490	17,779
18+	--	18,854

\* includes \$200.00 longevity

GROUP IV

(Secretaries to Directors or Coordinators;  
Secretaries to Superintendent Board Reports;  
Sub Teacher Clerk; Purchasing Clerk; Switch-  
board Operator; Business Office Clerk; Repro-  
duction Printer; Acct. Clerk Key punch  
Operator; Satellite Bookkeeper)

12 months

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	8,540	8,906
2	8,840	9,206
3	9,163	9,530
4	9,486	9,878
5	9,810	10,226
6	10,133	10,575
7	10,457	10,923
8	10,888	11,273
9	11,319	11,737
10	11,750	12,202
11	12,381	12,667
12	13,128	13,347
13*	13,725	14,152
14*	14,450	14,796
15*	15,326	15,577
16*	15,990	16,737
17*	16,850	17,237
18*	17,559	18,173
18+	---	18,929

\* including \$200.00 longevity



GROUP V

(Clerks' Superintendents Offices; Clerks  
Business Office; Acct. Clerks; Clerks  
Spec. Services; Purchasing Clerks;  
Clerks' Office of Staff Development)

12 months

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	8,832	9,271
2	9,082	9,521
3	9,352	9,790
4	9,406	10,081
5	9,675	10,140
6	9,972	10,430
7	10,268	10,750
8	10,564	11,069
9	10,861	11,388
10	11,157	11,708
11	11,831	12,027
12	12,640	12,754
13*	13,475	13,626
14*	14,095	14,526
15*	15,092	15,194
16*	15,631	16,269
17*	16,170	16,850
18*	16,817	17,431
18+	--	18,129

\* including \$200.00 longevity

GROUP VI

(Clerks in Secondary Schools)

12 Months

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	7,542	7,830
2	7,842	8,130
3	8,166	8,454
4	8,489	8,803
5	8,813	9,151
6	9,136	9,500
7	9,459	9,849
8	9,783	10,197
9	10,106	10,546
10	10,753	10,894
11	11,400	11,592
12	12,047	12,289
13*	12,693	12,987
14*	13,340	13,683
15*	13,987	14,381
16*	14,742	15,078
17*	15,173	15,892
18*	16,035	16,356
18+	--	17,286

\* includes \$200.00 longevity

GROUP VI-A

(Elementary Clerks; Library Clerks)

10 Months

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	7,296	7,615
2	7,546	7,865
3	7,816	8,135
4	8,085	8,426
5	8,462	8,716
6	8,732	9,122
7	9,001	9,413
8	9,271	9,703
9	9,594	9,994
10	10,025	10,342
11	10,511	10,807
12	10,996	11,331
13*	11,481	11,854
14*	11,966	12,377
15*	12,613	12,899
16*	13,367	13,597
17*	13,771	14,410
18*	14,445	14,845
18+	--	15,572

\* includes \$200.00 longevity