

AGREEMENT BETWEEN
THE CAMDEN BOARD OF EDUCATION

and

THE CAMDEN EDUCATION ASSOCIATION
(INSTRUCTIONAL ASSISTANTS UNIT)

July 1, 1985 through June 30, 1987

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PREAMBLE

THIS AGREEMENT in entered into this day of , 1985,
by and between the Board of Education in the City of Camden, New
Jersey, hereinafter called the "Board, and the Camden Education
Association, hereinafter called the "Association".

The duration of this Agreement shall be as provided in Article
XIX.

ARTICLE I
RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-1 et seq., as amended, known as the New Jersey Employer-Employee Relations Act, the Camden Board of Education hereby recognizes the Camden Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all Instructional Assistants, Media Persons, Media Assistants and Community Coordinators employed by the Board or on leave from the school district and all certificated employees.

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all noncertificated employees represented by the Association in the negotiating unit as above defined.

ARTICLE I

RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-1 et seq., as amended, known as the New Jersey Employer-Employee Relations Act, the Camden Board of Education hereby recognizes the Camden Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all Instructional Assitants, Media Persons, Media Assistants and Community Coordinators employed by the Board or on leave from the school district and all certificated employees.

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all non-certificated employees represented by the Association in the negotiating unit as above defined.

ARTICLE II
NEGOTIATION PROCEDURE

A. In accordance with the provisions of N.J.S.A. 34:31A-1 et seq., as amended, the parties agree to commence collective negotiations on a successor Agreement not later than November first of the calendar year preceeding the calendar year in which this Agreement expires.

B. Neither party in any negotiation shall have any control over the selection of the negotiation representatives of the other party.

C. 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 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.

D. 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/her 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 time limits shall be deemed to be acceptance of the decision rendered at that step.

(b). It is understood that grievants 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 complainant who has a grievance shall discuss it first with the immediate supervisor 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 grievant within five (5) work days, he/she 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 discussions;

(e) his/her dissatisfaction with decisions previously rendered;

(e) the nature of the remedy sought.

The immediate supervisor shall communicate a decision to the grievant in writing within five (5) work days of receipt of the written grievance.

4. The grievant, no later than five (5) work days after receipt of the immediate supervisor's decision, may appeal the immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate supervisor

as specified above and his or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) work days. The Superintendent shall communicate a decision in writing to the grievant, to the Association directed to the Chairperson of its Professional Rights and Responsibilities Committee, and to the immediate supervisor.

5. If the grievance is not resolved to the grievant's or Association's satisfaction, the grievant, no later than five (5) work days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be in writing and sent to the President of the Board of Education with carbon copies to the Superintendent of Schools and the Board Secretary. The Board shall review the grievance at the next regular meeting of the Board if the request is received in time to be included on the agenda for the meeting. The Board shall provide the Association with the dates when the Board meeting agendas are set. The Board shall inform the grievant and the Association in writing within five (5) days after the Board's review of the grievance of the Board's decision on the grievance or the date, time and place when the Board shall hold a hearing with the grievant. Said hearing, if granted by the Board, shall be held no later than the next

regular meeting of the Board. Within five (5) days after said hearing, the Board shall notify the grievant and the Association in writing of its decision on the grievance. The Board of Education shall not be required to give reasons for its decisions. Decisions of the Superintendent 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 beyond the scope of Board authority or limited to action by the Board alone; or

(e) a complaint of a probationary employee which arises by reason of not being reemployed.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party it shall so notify the Board through the Superintendent within ten (10) work days of receipt of the Board's decision.

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

(1) If one or more grievances involve the same issue, either party may submit a demand for arbitration to the American Arbitration Association.

(2) If two or more grievances involving different kinds of issues are to be heard, the parties will make joint submissions to arbitration to the American Arbitration Association.

(3) In both instances, the parties agree to be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b). The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator 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 on the parties. Only the Board and the aggrieved and their representatives shall be given copies of the Arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearings.

8. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

9. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

c. Rights of Employees to Representation:

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

(2). When an employee 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 or any later 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 grievant and shall receive a copy of all decisions rendered.

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

D. 1. If, in the judgment of the Association, a grievance affects a group or class of employees in more than one school building, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall commence at that level. The Association shall have the exclusive right to pursue such grievances.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and given appropriate distribution so as to facilitate operation of the Grievance Procedure.

E. Salary Appeals:

1. A grievance involving a question of salary shall be initiated by filing a duplicate statement of grievance with the Superintendent of Schools and the Board Secretary for ruling, and right to appeal to the Board or Committee thereof, and may thereafter proceed under Sections B6 and B7 of this Article.

F. 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.

3. If time is lost by any employee due to arbitration hearings or mutually scheduled grievance proceedings, the employee shall suffer no loss of compensation.

ARTICLE IV
EMPLOYEE RIGHTS

A. No employee shall be disciplined or reprimanded 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 Superintendent or a designee, the Board or any Committee thereof concerning any matter which could adversely affect the continuation of the employee in an office, position or employment, or the salary or any increments pertaining thereto, then the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and the right to have a representative of the Association present for advisement and representation during such meeting or interview. The Association shall receive a copy of this notice.

C. The Board and the Association agree that no employee may be required under any circumstances to transport a student in a private automobile.

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

affiliates.

E. Any question or criticism by a supervisor, administrator, or Board member of an employee and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

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.

C. The Association shall have the exclusive use of a bulletin board in each faculty lounge in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

D. Only the Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities provided the following procedures are followed by the Association.

Mailboxes may be used as the Association deems necessary for distribution of any materials delivered within an envelope without the approval of the Building Principal or other members of the administration. For all other materials, the Association may use the school mail boxes in a reasonable manner with permission of the Building Principal, which permission shall not be unreasonably withheld. In the case of system-wide or a substantial distribution of material, the Association shall deliver said materials in packages for each school to the central warehouse not later than Friday for delivery the following Monday. In the case of a minor delivery, the Association may deliver the material properly addressed and packaged by school, to their respective main office not later than Friday for delivery the following Monday.

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

F. The President, or a designee in the President's absence, and/or the Chairperson of the Professional Rights and Responsibilities Committee, or a designee in the Chairperson's absence, shall have freedom to enter and leave their assigned schools and other schools at reasonable times when school is in session and they are not otherwise assigned, provided they notify their Building Principal in person and they notify the Principals in

person of any other school buildings that they wish to enter.

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

ARTICLE VI

WORK YEAR/WORK DAY

A. Community Coordinator

The work year for all Community Coordinators shall be the same as the teachers' work year. Daily work hours shall be 8:30 a.m. to 3:30 p.m. Community Coordinators shall receive the lunch period appropriate to the building to which they are assigned.

B. Media Persons and Media Assistants

The work year for all Media Persons and Media Assistants shall be the same as the teachers' work year. Daily work hours shall be 8:30 a.m. to 3:30 p.m. with forty-five (45) minutes for lunch.

ARTICLE VII

SALARIES

The salaries for all employees covered by the Agreement shall be as set forth in the Salary Guides which are attached hereto.

ARTICLE VIII
TRANSFERS AND REASSIGNMENTS

A. Employees shall be notified of their contract and salary within three (3) weeks of formal confirmation that grants to fund salaries have been approved.

B. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than the last school day in June. After submitting a written request for a transfer or reassignment, an employee may verify that said request is on file by contacting the Assistant Superintendent for Curriculum and Instruction or his designee. Such request shall be renewed in writing each year if not granted on initial application.

C. Subject to receipt of formal confirmation of funding grants, notice of an involuntary transfer or reassignment from position shall be given employees as soon as practicable, and except in cases of emergency no later than August 15th.

D. A list of open positions in the school district, by title, shall be made available to all employees being involuntarily transferred or reassigned from a position. Such employees may request positions, in order of preference, to which they desire to be transferred.

E. Any employee being involuntarily transferred or reassigned shall not suffer a reduction in rank or in total compensation.

ARTICLE IX
TEMPORARY LEAVES OF ABSENCE

A. 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 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. Except in an extreme emergency, personal leave shall not be granted prior to September 15th or after June 1st, or immediately prior to or after any scheduled vacation period or school holiday. Any personal leave day 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.

B. In cases of absence on account of death of husband or 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 and Sunday. This provision will also apply in the case of death of a resident member of the immediate household of the employee.

C. 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 and Sunday.

D. One day's absence without loss of pay shall be allowed to attend the funeral of grandparents, great-grandparents, aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs, when such funeral services occur from Monday through Friday.

E. Employees may be allowed to attend the funeral of a co-worker or student without loss of pay upon receiving such permission from the Superintendent.

F. Employees receiving a college degree or 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 one month in advance.

G. All military service absence by employees of not more than ten (10) working days annually for temporary short-term military services 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 shall require full refund.

H. For absence with permission to be married, all employees shall be granted leave of absence not to exceed one calendar week. Payroll deduction for this absence shall be in accordance with Administrative Manual regulations and with rates set for absences.

I. All requests for permission to be absent for reasons other than illness must be made in writing to the Superintendent and submitted for Board review and approval.

ARTICLE X

EMPLOYMENT SECURITY

A. An employee shall be considered probationary during the first twelve (12) months of employment. After the first twelve (12) months of employment, no employee shall be dismissed, subject to a reduction in salary, or otherwise disciplined in any manner except for 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. In the event of a reduction in force (RIF), district-wide seniority shall apply. The employee or employees having the least number of years in service in the district shall be laid off first. Any such reduction shall be accomplished in accordance with the following procedure:

(1). Employee(s) shall be laid off in the reverse order of seniority with the most junior employee(s) laid off first.

(2). A laid-off employee shall be placed on a preferred list for reemployment and shall be entitled to recall in the order is his/her seniority.

C. At the end of an academic year, employees shall receive notice of either re-employment, contingent upon manpower and funding, or termination.

D. Employees must give twenty (20) days written notice of resignation. The Board shall give an employee twenty (20) days written notice of termination.

ARTICLE XI
PROTECTION OF EMPLOYEES

A. The Superintendent of Schools shall appoint a committee to study incidents of assault and accident involving employees 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. Employees shall immediately report cases of assault or accident by them in connection with their employment to their 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 from 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 review 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 an employee in this unit or vandalism or theft of his/her property while such employee is in the performance of his/her assigned teaching or 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 Instructional Assistants, Community Coordinators, Media Persons and Media Assistants in working towards a healthful and safe workplace.

ARTICLE XII
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 employees who wish to participate in the Deferred Annuity Program.

D. The Board, at the employee's request, shall provide a specific accounting of reasons for all deductions for lateness.

E. 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 XIII

ASSOCIATION - ADMINISTRATION LIAISON

A. Building Principals shall meet regularly with a single committee of representatives selected from those bargaining units entitled to maintain a liaison with the Administration. The committee may meet with the Principal within one week of a written request for such meeting setting out the matters to be discussed. There shall be no more than ~~one~~ (1) meeting per month unless otherwise agreed.

B. The Superintendent shall meet regularly with a single committee of representatives selected from those bargaining units entitled to maintain a liaison with the Administration. The committee may meet with the Superintendent within one week of a written request for such meeting setting out the matters to be discussed. There shall be no more than ~~one~~ (1) meeting per month unless otherwise agreed.

C. This unit may have one (1) representative on each of the liaison committees provided for in paragraphs A and B above. Each of these liaison committees shall be limited to a maximum CEA 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 XIV

SICK LEAVE

A. All employees shall be entitled to sick leave with full pay for a period of thirteen (13) days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Any employee appointed subsequent to the beginning of the work year, based upon the date of appointment, shall be entitled to sick leave and accumulated sick leave in proportion to the number of months remaining in that school year.

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

D. 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 XV
INSURANCE PROTECTION

A. For the duration of this Agreement, the Board will continue to assume one hundred percent (100%) 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).

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.

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

D. Effective July 1, 1985, the Board of Education shall continue to provide the 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) 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 insurance 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 XVI
MATERNITY LEAVE

A. Any employee who becomes pregnant shall be entitled to use sick leave pursuant to Article XIV 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 employee who becomes pregnant shall notify the Principal and Superintendent in writing within three (3) months of the pregnancy.

2. After the fifth month of the pregnancy, the employee 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 an employee'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 employee's ability to continue to teach.

4. After childbirth, the employee may return to work within six (6) weeks, unless she 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. An employee shall submit proof of the date of birth of the child.

5. If a Principal finds that an employee'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 employee's obstetrician or gynecologist. The matter shall then be referred to the Board, with all documentation, for their review and determination of the employee's ability to continue to teach.

Sick Leave:

1. An employee 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. An employee 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 XIV of the Agreement.

3. No employee on maternity leave or 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 employee who becomes pregnant should such employee fail to provide the medical certificate required pursuant to A. 2. above or who is determined to be unable to perform her duties by reason of her pregnancy in accordance with Section A. 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 employee's health.

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

4. An employee who exhausts her sick leave for pregnancy-related illness or disability may at the time be granted a maternity leave.

B. The granting of maternity leave shall not constitute a guarantee of reemployment for the following school year.

ARTICLE XVII
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 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. All employees shall sign their evaluations. An employee's signature shall only indicate his/her knowledge of the evaluation and not necessarily agreement therewith.

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

G. If there is any material in an employee's personal file which the employee believes to be derogatory, he/she may submit a written answer to such material which shall be placed in the file.

ARTICLE XVIII
TRAVEL ALLOWANCE

A. Community Coordinators -

The Board shall provide weekly gas allowance according to the following schedule, to those Community Coordinators required to travel in connection with their job duties:

- a) Elementary Schools - 8 gallons
- b) Secondary Schools - 12 gallons

The Board shall have no obligation to provide the above-noted gasoline allowance in the event the funds for same are not available or, the needs of the District, with respect to gasoline usage, change, warranting a reallocation of the then-available supply.

B. Media Assistants, Media Persons -

The Board shall provide Media Assistants and Media Persons with mileage allowance of twenty (.20) cents per mile not to exceed Two Hundred (\$200.00) Dollars on an annual basis. This mileage allotment shall be paid only after submission of an employee's travel log and approval thereof.

Further, the Board shall have no obligation to provide a mileage allotment if the funds for same are no longer available.

C. Instructional Assistants -

The Board shall provide a mileage allowance of twenty (.20) cents per mile, not to exceed Two Hundred (\$200.00) Dollars annually, to those Instructional Assistants who are assigned to travel between buildings in the course of performing their job duties.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

A. Whenever 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 at Room 503 City Hall, Camden, New Jersey 08101, Attention: Board Secretary.

(2). If by the Board, to the Association at 2656 Baird Boulevard, Camden, New Jersey 08104, Attention: CEA Persident.

B. If any provision of this Agreement, and/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 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 of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

D. The Board shall post notices in all buildings of summer employment positions for which employees are eligible at least thirty (30) days before the deadline for the submission of applications for such positions.

E. The Board shall provide each employee with a copy of the current salary schedule for employees at the time he/she is hired.

F. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing of the 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.

G. 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.

ARTICLE XX

DURATION OF AGREEMENT

A. 1. The provisions of the Agreement shall be effective July 1, 1985, except as herein provided and shall 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 by their respective secretaries, and their corporate seals to be placed thereon, all on the day and year first above written.

CAMDEN BOARD OF EDUCATION

BY: Robert R. Wright
DATE: 2/10/86 President

ATTEST:

Preston Gunning
Secretary
DATE: 2/10/86

CAMDEN EDUCATION ASSOCIATION

BY: Sara T. Davis
DATE: Feb. 19, 1986 President

ATTEST:

Richard A. Pate
Secretary
DATE: 2/10/86

SCHEDULE A

INSTRUCTIONAL ASSISTANTS

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	5,300	5,520
2	5,515	5,720
3	5,740	5,935
4	5,990	6,190
5	6,400	6,500
6	6,815	6,900
7	7,215	7,290
8	7,540	7,690
9	7,815	8,040
10	8,040	8,315
11	8,265	8,540
12	8,565	8,850
13	8,790	9,170
14	9,065	9,375
15	9,290	9,650
16	9,740	10,350

(salaries above are for ten (10) months)

Longevity:

Employees who have completed ten (10) years of service in the Camden School District and in the position of Instructional Assistant, shall receive an additional \$200.00 annually, effective July 1st following their eleventh anniversary date. This provision shall apply to those employees whose eleventh year anniversary date falls on or after July 1, 1983.

SCHEDULE B

COMMUNITY COORDINATORS

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	5,400	5,620
2	5,615	5,820
3	5,840	6,035
4	6,090	6,290
5	6,500	6,600
6	6,915	7,000
7	7,315	7,390
8	7,640	7,790
9	7,915	8,140
10	8,140	8,415
11	8,365	8,640
12	8,665	8,950
13	8,890	9,270
14	9,165	9,475
15	9,390	9,750
16	9,840	10,450

(salaries above are for ten (10) months)

Longevity:

Employees who have completed ten (10) years of service in the Camden School District and in the position of Community Coordinator shall receive an additional \$200.00 annually, effective July 1st following their eleventh anniversary date. This provision shall apply to those employees whose eleventh year anniversary date falls on or after July 1, 1983.

SCHEDULE C

MEDIA GUIDE

<u>STEP</u>	<u>1985-86</u>	<u>1986-87</u>
1	6,350	6,625
2	6,575	6,850
3	6,800	7,100
4	7,075	7,325
5	7,325	7,625
6	7,650	7,900
7	8,200	8,250
8	8,650	8,850
9	8,900	9,325
10	10,025	9,600
11	10,375	10,825
12	10,725	11,175
13	11,075	11,525
14	11,425	11,875
15	11,775	12,225
16	12,125	12,575

(salaries above are for ten (10) months)

Longevity:

Employees who have completed ten (10) years of service in the Camden School District and in the position of Media Person shall receive an additional \$200.00 annually, effective July 1st following their eleventh anniversary date. This provision shall apply to those employees whose eleventh year anniversary date falls on or after July 1, 1983.