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~~CONFIDENTIAL~~

A G R E E M E N T

BETWEEN

CAMDEN BOARD OF EDUCATION

AND

CAMDEN CITY BOARD OF EDUCATION
CUSTODIAL ASSOCIATION

PREAMBLE

This Agreement is entered into this 22nd day of January, 1969 by and between the Board of Education in the City of Camden, New Jersey, hereinafter called the "Board" and the Camden City Board of Education Custodial Association, hereinafter called the "Association." The duration of this Agreement will be as provided in Article XXI.

ARTICLE I

RECOGNITION

- A. Be it resolved by the Board of Education of the City of Camden, New Jersey, pursuant to Chapter 303, of 1968, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the Camden Board of Education hereby recognizes the Camden City Board of Education Custodial Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all custodial personnel under contract with the Board, or on leave from the school district, including janitor, janitress, night-watchmen and groundkeepers; but excluding the Supervisor of Custodial Force.
- B. Unless otherwise indicated, the term "Janitors", when used hereinafter in this Agreement, shall refer to all custodial employees represented by the Association in the negotiating unit as above defined, and references to male janitors shall include female janitress.

ARTICLE II

NEGOTIATION PROCEDURE

- A. In accordance with the provisions of Chapter 303, Public Laws 1968, the parties agree to commence collective negotiations on a successor agreement not later than November 1st of the calendar year preceding the calendar year in which this Agreement expires.

- B. Upon reasonable request by the president of the Association, the Board shall make known to the president 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 a Janitor that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision governing janitors except that the term "grievance" shall not apply to: (1) any matter for which a method of review is prescribed by law or (2) any rule or regulation of the State Commissioner of Education or (3) by-laws of the Board of Education or (4) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone or (5) a complaint of a janitor which arises by reason of his not being re-employed; or a grievance to be considered under this procedure must be initiated in writing by the janitor within thirty (30) calendar days from the time when the janitor knew or should know 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 janitor 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 janitors 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 janitor who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) 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 janitor within five (5) school days, he shall initiate a grievance in writing to the Department Head specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the results of previous discussions
 - (d) his dissatisfaction with decisions previously rendered.

The Department Head shall communicate his decision to the janitor in writing within three (3) school days of receipt of the written grievance.

4. The janitor, no later than five (5) school days after receipt of the Department Head's decision, may appeal the Department Head's decision to the School Business Administrator. The appeal to the School Business Administrator must be made in writing reciting the matter submitted to the Department Head as specified above and his or her dissatisfaction with decisions previously rendered. The School Business Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The School Business Administrator shall communicate his decision in writing to the janitor and the Department Head.
5. If the grievance is not resolved to the janitor's satisfaction, he no later than five (5) school days after receipt of the School Business Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the School Business Administrator 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 janitor and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.

6. If the decision of the board does not resolve the grievance to the satisfaction of the janitor and the janitor wishes review by a third party, he shall so notify the Board through the School Business Administrator within ten (10) school days 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) If the parties are unable to determine, within ten (10) school days 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 issues 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 advisory. Only the Board and the aggrieved and his 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.
- (c) Rights of Janitors 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 a janitor 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 School Business Administrator 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 grievance and shall receive a copy of all decisions rendered.

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

D. Salary Appeals

1. A grievance involving a question of salary shall be initiated in writing to the Board Secretary-Business Administrator.

E. 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 janitor due to arbitration proceedings necessitating the retention of an auxiliary janitor, the Board of Education will pay only the cost of the auxiliary janitor. The time lost by the janitor must either be without pay or charged to personal time.

F. This provision is to take effect July 1, 1969.

ARTICLE IV

JANITOR RIGHTS

- A. No janitor 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 janitor is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that janitor in his office, position or employment or the salary or any increments pertaining thereto, then he 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 and represent him during such meeting or interview.

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

D. This provision is to take effect July 1, 1969.

~~ARTICLE V~~

Employee Organization

~~ASSOCIATION RIGHTS AND PRIVILEGES~~

(Employee Organization)

A. Representatives of the ~~Association~~ may be permitted to transact official ~~Association~~ business on school property at reasonable times provided that permission has been granted by the Business Office.

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 Business Office.

C. The ~~Association~~ shall have the exclusive use of a bulletin board in each janitorial room in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and Business Office.

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

E. Material 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 school and other schools at reasonable times when school is in session and he is not otherwise assigned, provided he notifies his building principal, and if he secures permission to enter any other school building from the building principal of that building.

G. This provision is to take effect July 1, 1969.

ARTICLE VII

SALARIES

A. The salaries of all custodial employees, covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof and subject to existing rules and regulations for application of this schedule.

B. Salaries for employment on a non (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Payment shall be made on the fifteenth (15) and thirtieth (30) of each month.

(1) When a pay day falls on or during a school holiday, or weekend, janitors shall receive their pay checks on the last previous working day.

C. Compensation for all extra-curricular activities shall be as set forth in Schedule "B" which is attached hereto and made a part hereof.

~~ARTICLE VIII~~

JANITORIAL ASSIGNMENTS

- A. Janitors shall be notified of their contract and salary status for the ensuing year no later than June 1.
- B. Janitors shall be notified of change in assignment or as by the Business Office no later than July 15. The Business Office may alter, modify or change such assignments in the event of usual circumstances of emergencies.
- C. Janitors assigned on a temporary basis as Head Custodian or Fireman, shall be paid the difference in salary pro-rata for the period of assignment.
- D. Janitors who desire a change in assignment, or who desire to transfer to another building shall file a written statement of such desire with the School Business Administrator not later than June 1 of each school year.

~~ARTICLE IX~~

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. Janitors who desire to apply for such vacancy shall submit their application in writing to the School Business Administrator within the time limit specified within the notice.
- C. Whenever a janitor is advanced to a higher classification he or she shall receive a promotional adjustment as set forth in salary policies for non-teaching personnel.

ARTICLE X

JANITOR EVALUATION

- A. A janitor shall have the right to see all evaluation reports prepared by his evaluators, and a janitor shall have the right to a copy of any negative evaluation if he requests a copy.
- B. A janitor shall have the right, upon request, to a conference with his evaluator after completion of the evaluation.
- C. The Board shall have the right to dismiss a janitor on the basis of poor work evaluation reports.

ARTICLE XI

SICK LEAVE

- A. As of July 1, 1969, all janitors employed shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

- A. All janitors shall be entitled to two (2) non-accumulative personal leave days without regard, within each school year, provided that a formal request is initiated stating the reasons therefor. Said request shall be approved by the School Business Administrator 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 School Business Administrator. Except in emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after any scheduled vacation period or school holiday.
- B. In case 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. This provision will also apply in the case of death of another member of the immediate household of the janitor.

- 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.
- 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.
- E. Janitors may be allowed to attend the funeral of a co-worker without loss of pay upon receiving such permission from the School Business Administrator.
- F. Janitors 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 School Business Administrator.
- G. All military service absence by janitors 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 will require full refund.
- H. For absence with permission to be married, all janitors shall be granted leave of absence not to exceed one calendar week. Payroll deduction for this absence shall be in accordance with these regulations and with the rates set for other absences.
- I. All requests for permission to be absent for reasons other than illness must be made in writing to the School Business Administrator.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any janitor 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 married woman janitress, under contract, who shall have advanced three (3) months in pregnancy shall advise the School Business Administrator, in writing, and shall provide a doctor's certificate which indicates either how far she is advanced in pregnancy or the expected date of confinement. The janitress shall be placed upon leave of absence at the beginning of the fifth month of pregnancy, without salary, except that the janitress may be permitted to remain until the beginning of the sixth month upon her written

request and with the advice and recommendation of the Chief Medical Inspector.

- 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 a janitor'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 janitor to serve in a 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 Section A, of this ARTICLE, a janitor shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A janitor shall not receive increment credit for time spent on a leave granted pursuant to Section B, C, D, or E of this ARTICLE. Applications for leave are subject to the approval of the School Business Administrator.
- 2. All benefits to which a janitor 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 janitor shall be notified in writing.

ARTICLE XIV

Janitors shall immediately report cases of assault or accident suffered by them in connection with their employment to their principal or other immediate supervisor, and file a written accident report.

ARTICLE XV

INSURANCE PROTECTION

Beginning July 1969 the Board of Education will assume the cost of the individual janitor's share of health insurance protection through Blue Cross-Blue Shield Hospital Plan, Rider J and a major medical program.

ARTICLE XVI

UNIFORMS

- A. The Board shall provide work uniforms for the custodial forces, at no cost to the individual.
- B. Janitors shall be responsible for the cleaning and care of issued work uniforms.

ARTICLE XVII

HOLIDAYS

- A. Janitors shall observe the State legal holidays and any other one granted by the Board.
- B. Holiday schedule for the ensuing year shall be published by July 1.
- C. Janitors assigned to open work building on election shall be compensated by the County Board of Elections.

ARTICLE XVIII

VACATION

- A. Vacation for janitors (employees) shall be on a (12) twelve month basis, shall be granted according to Board Regulations and Policy.

ARTICLE XIX

BOARD RIGHTS

- A. The Association recognizes that the Board may not by agreement delegate and cannot be delegated any rights by law that 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.

ARTICLE XX

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 Association, to Board at Room 803, City Hall, Camden, New Jersey, 08110, Attention: Board Secretary.

2. If by Board, to Association at Camden High School, Baird Blvd., Camden, New Jersey, 08103, or Mr. Frederick Holman, 914 South Eighth Street, Camden, New Jersey.

ARTICLE XXI

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective July 1, 1989, except as herein provided and shall continue and remain in full force and effect to and including June 30, 1990, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. Except the economic benefit provisions, shall be effective July 1, 1989.

B. If any of the parties to this Agreement have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Julius D. Milner
President, Camden City Board
of Education-Castrol Association

Edwina Milliken
President, Camden Board of Education

Anthony Kaminski
Camden City Board of Education
Castrol Association

Joseph P. Payne
Camden Board of Education

SCHEDULE "A"

1969-1970 - SALARY

Janitor - Class A	\$4650 - 6500	Incre. \$350; Adj. to 6500
Janitor - Class B	\$4350 - 6000	Incre. \$350; Adj. to 6000
Janitor - Class C	\$4050 - 5500	Incre. \$350; Adj. to 5500
Janitor - Pl. under C-2	\$4250 - 5000	Incre. \$300; Adj. to 5000
Janitress - Class D	\$2750 - 4000	Incre. \$300; Adj. to 4000
Janitress - Class E (10)	\$1800 - 2600	Incre. \$250; Adj. to 2600
Watchman - Class F	\$3950 - 4500	Incre. \$300; Adj. to 4500

SCHEDULE "B"

COMMUNITY ACTIVITIES

- A. The janitor shall be compensated beginning July 1, for opening and building for community use after 5 P.M. as follows: Week-nights \$2.00/hr plus one extra hour; Saturday and Sunday \$3.00/hr. plus one extra hour. This compensation to be paid directly to the janitor on duty.
- B. For use of the building by the P.T.A. the charge shall be \$1.25/hr plus one extra hour after 5 P.M. with a minimum of \$3.00.
- C. School performances held after 5 P.M., when admission is charged, each janitor shall be paid directly \$1.25 per hour for extra services.
- D. Board of Education sponsored activities held on Saturday, the janitor on duty shall be compensated a fee of \$5.00 per session.