

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF THE
CAMDEN COUNTY TECHNICAL SCHOOLS**

AND

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 56, AFL-CIO**

JULY 1, 2002 TO JUNE 30, 2005

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THIS AGREEMENT entered into this 19th day of March, 2003 by and between the **BOARD OF EDUCATION OF THE CAMDEN COUNTY TECHNICAL SCHOOLS** (hereinafter called “Employer” or “Board”) and **UNITED FOOD AND COMMERCIAL WORKERS, UNION LOCAL 56**, which is affiliated with the AFL-CIO, (hereinafter called the “Union”) has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

All references in this Agreement to “Assistant Principal” shall mean the Assistant Principal assigned to supervise the Cafeteria Workers.

ARTICLE I

RECOGNITION

- A.** The Employer recognizes Union Local 56, AFL-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees listed in the classifications herein and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of or in any way abrogating the rights of employees, as established by the laws of 1968, Chapter 303 and the Amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.
- B.** The bargaining unit shall consist of the following full-time and part-time titles:
Cafeteria Workers.

ARTICLE II

CHECK OFF

A. UNION DUES.

1. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for Union Local 56. Such deductions shall be made in compliance with *N.J.S.A. 52:14-15.9(e)* and Chapter 123 Public Laws of 1974 as amended.
2. Check off shall commence the first day of the month after each employee signs a properly dated authorization card supplied by the Union and the Employer has received notice pursuant to subsection 5 below.
3. The aggregate deductions from all employees shall be remitted to the Union together with the list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
4. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice on the letterhead of the Union Council and signed by the Union President advising of such changed deductions.
5. The Union will provide the necessary “check off authorization” card and the Union will secure the signatures of its members on the cards and deliver the signed cards to the Employer together with an initial list of such employees to be updated from time to time, with additions or deletions of membership.

B. CREDIT UNION.

The Employer agrees to make one (1) payroll deduction per pay period for each employee, upon written request, to be paid to an appropriate credit union, as determined by the Employer.

ARTICLE III

COMPENSATION

A. EMPLOYMENT PERIOD.

The employees are employed on a ten (10) month basis from September 1st through June 30th of each year.

B. WAGES.

1. Effective July 1, 2002, each employee employed on June 30, 2002 shall receive a rate of pay increase of Five (5%) percent.
2. Effective July 1, 2003, each employee employed on June 30, 2003 shall receive a rate of pay increase of five (5%) percent.
3. Effective July 1, 2004, each employee employed on June 30, 2004 shall receive a rate of pay increase of five and thirty seven one hundredth (5.37%) percent.
4. The above Paragraphs are subject to the following:

New employees shall be hired at salary rates depending on the year of hire as follows:

July 1, 2002 - \$9,200.00

July 1, 2003 - \$9,600.00

July 1, 2004 - \$10,000.00

5. Any employee who has been employed by the Board for a period of ten (10) years or more and who leaves such employment shall be paid Sixteen (\$16.00) Dollars per day for each unused accumulated sick day for no more than one hundred fifteen (115) days for the term of this Agreement. This provision shall not apply to any employee whose employment is terminated as a result of a decision of an administrative agency or a

Court of competent jurisdiction. All monies due for unused sick time shall be paid to the estate of a deceased employee.

6. Part-time employees shall be paid at an hourly rate determined by the Employer. Part-time employees shall not be eligible for the benefit described in Paragraph 5 above and shall not be eligible for the benefit described in Paragraph B below, unless required by law.

C. OVERTIME.

1. Definitions.

- (a) Overtime shall be defined as all time worked in excess of an employee's normal work day.
- (b) "Call-In" shall be defined as that situation when an employee is called in to work during an employee's non-working hours, without advance notification.
- (c) Overtime assignment shall be defined as that situation when an employee is notified during his working hours to report to work during the employee's non-working hours or when an employee is scheduled in advance to work an assignment outside of the employees working hours.

2. The following provisions shall apply to this Article:

- (a) The Board shall first offer compensatory time off to an employee required to work in excess of an employee's normal work day. If the compensatory time off is not accepted by the employee, then overtime compensation shall be paid as set forth below.

- (b)** All time worked in excess of the normal work day and all time worked on Saturday shall be compensated at the rate of one and one-half (1½) times the employee's normal hourly rate of pay.
- (c)** All time worked on Sunday shall be compensated at the rate of double time the employee's normal hourly rate of pay.
- (d)** Overtime shall be voluntary and shall be assigned on a rotating basis by seniority. The Board reserves the right to make such assignments in the event there are no volunteers in inverse seniority order and further reserves the right to make assignments, when, in the opinion of the Board, special skills are necessary to carry out the assignment.
- (e)** Employer shall prepare a seniority list. The Employer shall provide a list of employees noting overtime worked as may be reasonably requested from time to time by the Union.
- (f)** Overtime shall be paid in the next succeeding pay period (overtime worked from the first [1st] to the fifteenth [15th] day of the month shall be paid on the thirtieth [30th] day of the month).
- (g)** All paid time off shall be considered as time worked for the purpose of computing overtime.
- (h)** An employee "called-in" to work shall be paid a minimum of two (2) hours pay at the normal rate of pay and the overtime rates where applicable.
- (i)** An employee who works an overtime assignment other than on a "called-in" basis will be compensated for the time worked at the applicable rate.

D. MEDICAL BENEFITS.

1. The Board agrees to continue its present policy of paying for coverage of employees and dependents under the New Jersey State Health Plan. Employees have the option to choose an HMO plan by personally paying any increase in premium for HMO coverage.
2. The Board agrees to continue the coverage for a prescription drug plan for employees and dependents with a \$0 co-pay for drugs purchased by mail, a Five (\$5.00) Dollar co-pay for generic drugs and a Ten (\$10.00) Dollar co-pay for legend drugs.
3. The Board agrees to continue the present coverage for employees and dependents under its existing Dental Health Plan and further agrees to provide as an option a Flagship Dental Plan provided that the Board continues to qualify for same and the Flagship Dental Plan does not result in premium payments higher than those for the Board's basic dental plan.
4. Part-time employees shall not be eligible for Medical Benefits unless such employee works more than thirty (30) hours per week.

E. WORKERS COMPENSATION.

1. Whenever an employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Employer shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided herein. Salary or wage payments provided shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workers Compensation, of the New Jersey Revised Statutes. Any amount of

salary or wages paid or payable to the employee pursuant to this Section shall be reduced by the amount of any workers compensation award made for temporary disability. (*N.J.S.A. 18A:30-2.1*).

2. An employee who is injured as a result of a personal injury caused by an accident arising out of and in the course of his employment and is sent home or to a hospital or who must obtain approved medical attention shall receive pay at his applicable hourly rate for the balance of the employee's regular work time on the day of injury. The employee shall return to work during the employee's work time unless the attending physician directs otherwise. The illness or disability and work status is to be verified by a competent physician's certificate. The treating physician must be approved by the worker's compensation carrier.

ARTICLE IV

HOLIDAYS

- A. The following shall be paid holidays for all employees covered by this Agreement and further provided that on the days enumerated schools are closed: Martin Luther King Day, Presidents Day, Spring Break (the same as teaching staff), Memorial Day, Labor Day, Columbus Day, NJEA Convention (2 days), Friday after Thanksgiving, and Winter Break (the same as teaching staff).
- B. Employees shall receive any holiday which is declared by the president of the United States or the Governor of the State of New Jersey provided that the schools are closed.
- C. This Article shall not apply to part-time employees.

ARTICLE V

LEAVES OF ABSENCE

A. SICK LEAVE.

1. Employee shall be entitled to ten (10) sick leave days with pay each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. This accumulated leave shall be available for use as sick leave in subsequent years. Part-time employees steadily employed by the Board shall be entitled to ten (10) sick days per year pro-rated as required by law (*N.J.S.A. 18A:30-2.1*).
2. Sick leave is defined to mean the absence from an employee's post of duty because of personal disability due to illness or injury or because the employee has been excluded from school by the School District Medical Authorities on account of a contagious disease or being quarantined for such a disease in employee's immediate household.
3. A physician's certificate shall be required for any absence due to illness lasting three days or more and for any illness of any duration after an employee has exhausted ten (10) sick days in the current school year. When a physician's certificate is not required, the employee shall sign a statement that the absence was due to illness.

B. MILITARY LEAVE.

1. As authorized by the laws of the State of New Jersey, an employee who is a member of the New Jersey National Guard or Reserve Military and Naval Forces of the United States and is required to undergo annual field training will be granted a leave of absence with pay for the period of such tour of duty.

2. Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service without pay.

C. BEREAVEMENT LEAVE.

1. In the event of death in the employee's immediate family, the employee shall be granted time off with pay which in no event shall exceed five (5) consecutive working days. The term immediate family is defined as parent, child, spouse or any relative living in the employee's immediate household.

D. TEMPORARY LEAVE.

1. Temporary leave – a request for approval of all absences will be made at least two (2) days in advance of the expected absence on the form entitled “Request for Temporary Leave”. The only exception to the two (2) day advance notification will be an extreme emergency or sudden illness.
2. The request will be made in triplicate. One (1) copy will be returned to the staff member making the request, signed by the Assistant Principal. One (1) copy will be placed in the staff member's file and one (1) copy will be sent to the central office.
3. Anyone having to take a personal day under emergency conditions and not able to submit the request two (2) days in advance, will do so immediately upon return to school.
4. Absence without salary deduction shall be allowed for three (3) days in any one (1) school year provided that the need for such days is to perform personal business that cannot be performed during non-school hours. Personal business shall be defined to include the observance of religious holidays. Except in the case of an extreme emergency, such days may not be taken on the day immediately before or after a school

holiday. Any such days not utilized in a school year shall not accumulate as of July 1st of the succeeding school year.

E. OTHER LEAVES OF ABSENCE.

1. An employee who is temporarily incapacitated (due to either physical or mental reasons) or who wishes to engage in an appropriate course of job related study or for any reason considered valid by the Employer, may be granted a special leave of absence without pay by the Employer for a period not to exceed six (6) months. Said leave may be extended for another period not to exceed six (6) months with the approval of the Employer.
2. Child rearing leave without pay, not to exceed six (6) months, shall be granted at the request of any employee. Child rearing leaves shall, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months, without pay.

F. JURY DUTY.

Any employee called to jury duty as certified by the Clerk of the Court, shall be granted time off without loss of pay.

G. PART-TIME EMPLOYEES.

Part-time employees shall not be eligible for leaves of absence pursuant to Paragraphs C, D, and E above.

ARTICLE VI

SENIORITY

A. CALCULATION.

1. An employee's seniority shall begin with the employee's original date of hire after said employee has successfully completed the probationary period.

B. JOB POSTING.

1. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) consecutive work days.
2. The Employer retains all authority and discretion allowed by law with respect to reductions in force, recall from layoffs, and transfers of employees.

- C. This Article shall not apply to part-time employees; provided, however, part-time employees shall be given consideration for full-time permanent job openings. If so hired, the part-time employee shall become a probationary employee (Article X-D).

ARTICLE VII

WORK SCHEDULES

- A.** The work week shall consist of five (5) consecutive days, Monday through Friday. The work day for employees at the Gloucester Township Campus shall be as follows:

7:30 a.m. to 2:30 p.m.

The work day for employees at the Pennsauken Campus shall be as follows:

7:00 a.m. to 2:00 p.m.

The work schedule for part-time employees shall be as fixed by the Assistant Principal. Employer shall make duty assignments as it deems appropriate to meet the needs of the School District and the ability, in the opinion of the employer, to perform the assignment.

- B.** Employees shall receive one (1) fifteen (15) minute break with pay per shift, the time of the break to be approved by the Assistant Principal.
- C.** Lunch breaks for employees at both campuses shall be thirty five (35) minutes as scheduled by the appropriate culinary instructor with the approval of the supervising Assistant Principal.
- D.** If the Governor declares a State of Emergency due to weather conditions, employees covered by this Agreement shall be off with pay.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. DEFINITION.

The term “grievance” means a complaint or a claim there has been an improper application, interpretation or a violation of any term or provision of this Agreement affecting a member, a group of members or the Union. The objective of the Grievance Procedure shall be to adjust problems between employees and Management whenever possible. Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with an appropriate member of the Department.

B. PROCEDURE.

Step 1. The aggrieved or the Union shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred. The grievance shall be submitted in writing to the Assistant Principal. An earnest effort shall be made to settle the difference orally between the aggrieved employee and the Assistant Principal. Failure by the employee or Union to act within ten (10) working days to meet with the Assistant Principal shall be deemed to constitute an abandonment of the grievance.

Step 2. If no agreement can be reached orally within five (5) working days of the initial discussion with the Assistant Principal, the Union, only, on behalf of an employee or group of employees, may present the grievance in writing within ten (10) working

days thereafter to the Principal. The Principal shall answer the grievance in writing within ten (10) working days of receipt of the grievance.

Step 3. If the Union wishes to appeal the decision of the Principal such appeal shall be presented in writing to the Board within ten (10) working days thereafter. The Board or committee thereof shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within forty five (45) calendar days of receipt of the grievance by the Board.

C. MISCELLANEOUS.

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the 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. Time limits may be extended by the mutual consent of the parties.
2. 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.
3. Steps 1 and 2 of the Grievance Procedure shall be scheduled during the work hours and the employee shall suffer no loss in pay. Step 3 of the grievance procedure shall be scheduled during non-work hours and no employee or employees shall receive any pay for participation in same.
4. The Bargaining Unit Chapter Person, or designee, shall be permitted to investigate grievances and confer with management concerning grievances with the permission of the Assistant Principal, which permission shall not unreasonably be withheld.

ARTICLE IX

DISCIPLINE

A. DISCRIMINATION.

The Employer and the Union agree there shall be no discrimination or favoritism.

B. WORK RULES.

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

1. The Employer agrees to notify the Union ten (10) working days prior to the posting of any rules of work and conduct for employees established by the Employer pursuant to this Section.
2. Any and all rules of work and conduct for employees will be posted by the Employer three (3) working days prior to implementation.

C. PROCEDURE.

1. There shall be no form of discipline or reprimand in such a way that causes embarrassment to the employee involved.
2. Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action to be taken, with reasons therefore. Upon receipt of such a written copy that indicates that the disciplinary action to be taken is suspension or termination, a meeting shall be held by the Assistant Principal with the Union representative before any final action is taken. Any other type of disciplinary action (such as a letter of reprimand) may be appealed to the Assistant Principal.

3. An employee who has a reasonable suspicion to believe that he is to be suspended, discharged or disciplined may request Union representation.
4. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or conditions of employment as the result of the exercise of his rights under this Agreement.

D. PROBATIONARY EMPLOYEES.

All employees shall be considered as probationary employees for the first ninety (90) work days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement.

E. EFFECTIVE LAWS.

If any provision of this Agreement or if the application of any provision of this agreement is 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 of this Agreement shall continue in full force and effect.

F. MANAGEMENT RIGHTS.

Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school districts.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. REPRODUCTION OF AGREEMENT.

The Employer shall be responsible for having this Agreement reproduced and sufficient quantities to be distributed to all employees in the bargaining unit during the term of this Agreement. The copies of the Agreement shall be made available to the Union no more than thirty (30) days after the signing of same.

B. BULLETIN BOARDS.

The Employer agrees to furnish and maintain bulletin board space in a convenient place at each work location for use by the Union provided that materials placed on said bulletin boards shall not be derogatory of or in ridicule of any administrator or member of the Board of Education. All materials placed on said bulletin boards shall be identified as approved by the Union.

C. SAFETY AND HEALTH.

1. The Employer shall comply with all rules and standards promulgated by the State of New Jersey and the Camden County Health Department. The Employer shall comply with the standards promulgated pursuant to the New Jersey Public Employee Occupational Safety and Health Act, *N.J.S.A. 34:6A-25 et seq.*

D. UNIFORMS AND EQUIPMENT.

1. The Board shall furnish each employee upon the completion of the probationary period five (5) uniforms consisting of shirts, pants and aprons to be maintained and laundered by the employee.

2. Replacement uniforms shall be made available to employees upon requisition by employees and return of clean, used uniforms recognized by the Assistant Principal as unfit for further use. Employees shall sign for all uniforms, and keys and equipment shall be returned in good condition, reasonable wear and tear excepted, or the cost of the same may be withheld from the employee's pay. Employees shall not be held financially responsible for loss or theft of equipment or keys due to circumstances beyond their control.
3. The wearing of the uniform shall be limited to the Board's premises during the course of an employee's tour of duty, or in travel to and from the employee's home to the School's premises.

E. PROVISION FOR LUNCH.

Employer shall provide employees with a free lunch; however, employees may purchase such additional food items as they desire from Employer's food services facilities.

ARTICLE XI

TERM OF AGREEMENT

This Agreement shall be in full force and effect as of March 19, 2003 and shall remain in effect to and including June 30, 2005 without any reopening date. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey, Public Employment Relations Commission for the period beginning July 1, 2005. Upon expiration, the terms of the prior Contract shall remain in full force and effect, through negotiations for the successor Agreement.

BOARD OF EDUCATION OF THE
CAMDEN COUNTY TECHNICAL
SCHOOLS

By: _____
LOUIS S. BEZICH, PRESIDENT

ATTEST:

GARY G. BENNETT, Ed.D.,
BOARD SECRETARY

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 56, AFL-
CIO

By: _____

ATTEST:

EMPLOYMENT CONTRACT

It is agreed between the Board of Education of the Vocational School in the County of Camden, New Jersey, party of the first part and _____, party of the second part, that said Board of Education does hereby engage and employ the said party of the second part to serve as in the Camden County Technical Schools, under the control of said Board of Education from the ____ day of _____, 20__ to the 30th day of June, 20__ at a salary of \$_____ (prorated) payable in twenty (20) equal semi-monthly installments, and that said party of the second part shall begin work on the ____ day of _____, 20__.

The said party of the second part hereby accepts the employment aforesaid, and agrees to faithfully do and perform the duties under the employment aforesaid, and to observe and enforce the rules prescribed in the government of the school by the Board of Education.

It is agreed by the parties hereto that this Contract may be terminated by either party, at any time, by giving to the other party two (2) weeks written notice of intention to terminate the same. Dated this ____ day of _____, 20__.

BOARD OF EDUCATION OF THE
CAMDEN COUNTY TECHNICAL
SCHOOLS

By: _____
President

ATTEST:

Secretary

Employee

“SCHEDULE A”