

4-5002

05-02

AGREEMENT BETWEEN  
THE CAMDEN BOARD OF EDUCATION

and

THE CAMDEN EDUCATION ASSOCIATION  
(UNIT OF ATTENDANCE OFFICERS  
AND SCHOOL POLICE OFFICERS)

---

X July 1, 1983 through June 30, 1985

---

August 10, 1983

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE . . . . .	1
I	RECOGNITION . . . . .	2
II	NEGOTIATION PROCEDURE . . . . .	3
III	GRIEVANCE PROCEDURE . . . . .	4
IV	EMPLOYEE RIGHTS . . . . .	12
V	ASSOCIATION RIGHTS AND PRIVILEGES . . . . .	13
VI	WORK YEAR/WORK DAY . . . . .	16
VII	SALARIES . . . . .	17
VIII	EMPLOYEE ASSIGNMENT . . . . .	19
IX	TRANSFERS AND REASSIGNMENTS . . . . .	20
X	DEDUCTIONS FROM SALARY . . . . .	21
XI	TEMPORARY LEAVES OF ABSENCE . . . . .	23
XII	EXTENDED LEAVES OF ABSENCE . . . . .	26
XIII	TRAVEL COMPENSATION . . . . .	31
XIV	EMPLOYEE SECURITY . . . . .	32
XV	EMPLOYEE EVALUATION . . . . .	34
XVI	SICK LEAVE . . . . .	36
XVII	PROTECTION OF EMPLOYEES . . . . .	37
XVIII	INSURANCE PROTECTION . . . . .	39
XIX	ASSOCIATION - ADMINISTRATION LIAISON . . . . .	41
XX	MISCELLANEOUS PROVISIONS . . . . .	42
XXI	DURATION OF AGREEMENT . . . . .	44

	<u>PAGE</u>
Schedule A      Attendance Officers . . . . .	45
Schedule B      School Police Officers . . . . .	46

PREAMBLE

THIS AGREEMENT is entered into this            day of  
          , 1983, by and between the Board of Education of 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 XXI.

ARTICLE I  
RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-1, et seq., as amended, the Camden Board of Education hereby recognizes the Camden Education Association as the exclusive representative of collective negotiations concerning the terms and conditions of employment for all School Police Officers and Attendance Officers employed by the Board but excluding all other noncertificated employees and all certificated employees.

B. Unless otherwise stated, 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. 34:13A-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 preceding the calendar year in which this Agreement expires.

B. Upon reasonable request by the President of the Association, the Board agrees to 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 negotiations. 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.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. Definition:

A "Grievance" shall mean a complaint by an employee or the Association that there has been to him/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;
  - (d) the 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 principal as specified above and the grievant's dissatisfaction with 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 his/her 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 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 decision. 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 either beyond the scope of Board authority or limited to action by the Board alone; or
  - (e) a complaint of a non-tenured Attendance Officer or probationary School Police Officer which arises by reason of not being re-employed.
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 involving 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 a joint submission 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/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 grievances 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.
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 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 an 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 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. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

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 mailboxes in a reasonable manner with permission of the Building Principal, which permission shall not



be unreasonably withheld. In the case of a 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 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 of each year. The Board shall also provide the Association in August with the names

and addresses of employees to be initially employed as of September 1. This information shall be used by the Association only for organizational purposes. The Board shall bear no responsibility for the use of this information after it has been supplied to the Association.

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

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

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

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

ARTICLE VI

WORK YEAR/WORK DAY

A. Attendance Officers

The work year for all Attendance Officers shall be from September 1 until June 30.

B. School Police Officers

The work year for all School Police Officers shall be from September 1 until June 30.

C. The work day for School Police Officers shall be from 8:00 a.m. to 4:00 p.m., with one (1) hour for lunch, the time to be as scheduled by the building Principal.

ARTICLE VII

SALARIES

A. The salaries for all Attendance Officers covered by this Agreement shall be as set forth in Schedule "A" which is attached hereto and made a part hereof, except as otherwise provided below and consistent with the further provisions of this Article.

B. The salaries for all School Police Officers covered by this Agreement shall be as set forth in Schedule "B" which is attached hereto and made a part hereof, except as otherwise provided below and consistent with the further provisions of this Article.

C. All employees shall receive their salary increment and the salary schedule increase as negotiated.

D. All employees shall be placed on their proper steps of the salary schedules reflecting their years of service for the Board plus total credited years of experience including prior service credit.

E. Employees shall render at least five months service in a particular school year to be entitled to an increment on July 1.

F. Rates of compensation shall be as established by this Agreement only and no other types of compensation shall be paid to employees unless otherwise negotiated by the parties to this Agreement.

G. When a payday falls on or during a school holiday, employees shall receive their paychecks on the last previous working day.

H. Attendance Officers shall be paid in twenty (20) equal semi-monthly installments. Payment shall be made on the fifteenth (15th) and thirtieth (30th) day of each month.

I. School Police Officers shall be paid in twenty (20) equal semi-monthly installments. Payment shall be made on the fifteenth (15th) and thirtieth (30th) day of each month.

ARTICLE VIII

EMPLOYEE ASSIGNMENT

Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th. A list of those notified shall be sent simultaneously to the Association.

ARTICLE IX

TRANSFERS AND REASSIGNMENTS

A. Employees who desire to transfer to another building or assignment shall file a written statement of such desire with their supervisor. Such statement shall include the building or assignment to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments shall be submitted no later than June thirtieth (30th).

B. An employee being reassigned or transferred shall not suffer a reduction in rank or in total compensation.

ARTICLE X

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 transferred to the representative designated by the Association.

C. The Board agrees to deduct appropriate amounts authorized by employees who wish to participate in a deferred annuity program.

- D. 1. The Association will submit to the Board, prior to November 1, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, the amount of the representation fee which shall be equal to 85% of those dues certified by the Association, and promptly transmit the amount so deducted to the Association.
2. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received



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

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. On or about the last day of each month, after November 1, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XI

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 extreme 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. Any personal leave days not utilized by an employee during the school year shall, at the end of the school year, be accumulated and added to the individual employee's sick leave accumulation.

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 or 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, greatgrandparents, 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 absences 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.

J. Up to ten (10) man-days of leave per year without loss of pay shall be available to the Association for use by persons designated by the Association.

## ARTICLE XII

### EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to one (1) year may be granted to any employee who joins the Peace Corps.

B. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. This shall not apply beyond one tour of duty of enlistment.

C. Any employee who becomes pregnant shall be entitled to use sick leave pursuant to Article XVI 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 the Superintendent in writing within three (3) months of pregnancy.
2. After the fifth month of 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 that 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 work.

4. After childbirth, the employee may return to work within six (6) weeks, unless the employee 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 work.

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 XVI of the Agreement.
3. No employee on maternity leave or on any other type of unpaid extended leave is entitled to the use of sick leave.

Maternity Leave:

1. Maternity leave shall be granted to any employee who becomes pregnant should such employee fail to provide the medical certificate required pursuant to Section C.2 above or who is determined to be unable to perform her duties by reason of her pregnancy in accordance with Section C.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 C.4 above provided that no determination of unfitness is made in accordance with Section C.5 above.

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

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

E. The Board may grant a leave of absence without pay to any employee to serve in a public office.

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

G. 1. Upon return from leave granted pursuant to Section A or B of this Article, an employee shall be considered as if he were actively employed by the Board during the leave, provided, however, that time spent on said leaves shall not count or accrue toward the fulfillment of the time requirements for acquiring increment credit. Nor shall an employee receive increment or experience credit for time spent on an unpaid leave pursuant to Sections C, D, E or F of this Article, nor shall such time count toward the fulfillment of the time requirements for permanent status. Applications for leave are subject to the approval of the Superintendent and the Board of Education. This provision shall be applied consistent with applicable



statute and/or regulation.

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

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

I. Employees granted an extended leave of absence shall be notified by a written letter from the Board of their rights to insurance benefits while on said leave.

ARTICLE XIII

TRAVEL COMPENSATION

A. The Board shall provide each Attendance Officer with a weekly gasoline allowance as follows:

- |                       |            |
|-----------------------|------------|
| 1. Elementary Schools | 10 gallons |
| 2. Middle Schools     | 12 gallons |
| 3. High Schools       | 15 gallons |

B. The Board shall provide each Attendance Officer with an automobile allowance calculated at the rate of \$ .15 per mile to the following annual maximum:

- |                       |          |
|-----------------------|----------|
| 1. Elementary Schools | \$250.00 |
| 2. Middle Schools     | \$400.00 |
| 3. High Schools       | \$600.00 |

ARTICLE XIV

EMPLOYEE SECURITY

A. Attendance Officers shall be granted tenure in accordance with N.J.S.A. 18A:38-33.

B. School Police Officers shall be considered probationary during their first ninety (90) days of employment. After the first ninety (90) days of employment, no employee shall be dismissed, subject to a reduction in salary, or otherwise disciplined in any manner except for just cause.

C. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement.

D. In the event of a reduction in force (RIF), district-wide seniority shall apply. The Board shall retain the right to reduce the number of positions when done in good faith and for just cause. Any such reduction as above defined shall only 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. The employee(s) affected by such a reduction shall have seniority rights over the most junior employee(s).
3. A laid-off employee shall be entitled to recall in the order of his/her seniority.

4. No new employees shall be hired for unit positions until all employees on layoff have had the opportunity to exercise their recall rights.
5. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail, return receipt requested. Within fifteen (15) days from receipt of such notice of recall, the employee shall notify the supervisor in writing of whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within thirty (30) days from the date he/she receives the recall notice.
6. Employees on layoff shall retain recall rights for up to three (3) calendar years from the date of layoff.
7. Seniority shall not be accumulated during the time of layoff. Upon recall, the appointed employee shall have his/her accumulated seniority, rights, and other benefits to the date of layoff restored in full.

ARTICLE XV

EMPLOYEE EVALUATION

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

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

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

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

E. 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. Employees shall have the right, upon reasonable request, to review the contents of their personnel file two (2) times per year. Confidential recommendations which were submitted upon the teacher's employment in the school system would not be subject to this review.

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

ARTICLE XVI

SICK LEAVE

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

B. An 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. During the 1983-1984 school year, employees retiring from the Camden schools shall be paid nineteen (\$19.00) dollars for each unused sick leave day accumulated at the time of retirement. During the 1984-1985 school year, employees retiring from the Camden schools, shall be paid twenty-one (\$21.00) dollars for each unused sick leave day accumulated at the time of retirement.

ARTICLE XVII

PROTECTION OF EMPLOYEES

A. The Superintendent of Schools shall appoint a committee to study incidents of assault and accident involving Attendance and School Police Officers 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. Attendance and School Police Officers shall immediately report cases of assault or accident by them in connection with their employment to their Principal or other immediate supervisor. Such notification shall also be immediately forwarded to the Superintendent. The Association may consult with the Superintendent who shall comply with any reasonable request 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 Attendance or School Police Officer, or vandalism or theft of his/her property while such Attendance or School Police Officer is in the performance of his/her assigned duties.

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

ARTICLE XVIII

INSURANCE PROTECTION

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

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

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

D. Effective July 1, 1983, the Board of Education shall continue to provide to individual employees such dental coverage that was in effect immediately preceding July 1, 1983, at a cost not to exceed \$75. 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 Section A and C shall be borne by the Board. Premiums for the insurances described in this Article, Sections A, C and D which are in effect on the last day of the term of this Agreement shall constitute the Board's future premium liability, unless and/or until an increase thereon is negotiated during the course of the contract negotiations for a successor to the 1983-1985 Agreement.

ARTICLE XIX

ASSOCIATION - ADMINISTRATION LIAISON

This unit must have one (1) representative on the liaison committee that meets with building principals and one (1) representative on the liaison committee that meets with the Superintendent. These liaison committees shall be limited to a maximum 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 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 the Board at Room 503, City Hall, Camden, New Jersey 08101, Attention: Board Secretary.
2. If by Board, to Association at 2656 Baird Boulevard, Camden, New Jersey, 08105, Attention: CEA President.

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

E. School Police Officers shall wear their complete uniform (no substitutes) at all times while on duty.

ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1983, and shall continue in effect until June 30, 1985, subject to the Association's right to negotiate over a Successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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 placed hereon, all on the day and year first above written.

BOARD OF EDUCATION  
CITY OF CAMDEN, NEW JERSEY

CAMDEN EDUCATION ASSOCIATION

By: (Miss) Jerroldia Riggs  
President

By: Helene Samango  
President

Attest:

Attest:

Freston H. Jennings  
Secretary

Dorothy A. Burley  
Secretary

September 28, 1983