

4-2011

AGREEMENT

Between

CAMDEN BOARD OF EDUCATION

and

COMMUNICATION WORKERS OF AMERICA,

AFL-CIO

LOCAL 1079 - (CUSTODIAL AND MAINTENANCE EMPLOYEES)

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
OCT 10 1989
RUTGERS UNIVERSITY

X July 1, 1986 through June 30, 1989

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THIS AGREEMENT, is entered into this day of
1987, by and between the Board of Education in the City of Camden,
New Jersey, hereinafter called the "Board" and the Communication
Workers of America, AFL-CIO, hereinafter called the "Union." The
duration of this Agreement will be as provided in Article XX.

ARTICLE I

RECOGNITION

A. Pursuant to the New Jersey Employer-Employee Relations Act, and the certification issued by the Executive Director of the Public Employment Relations Commission, Docket No. RO-13, the Camden Board of Education hereby recognizes the Communication Workers of America as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all custodial, maintenance, and supply department employees of the Board of Education of the City of Camden, excluding all craft employees, managerial executives, professional employees, police and supervisors within the meaning of the Act, and all others.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to both male and female employees.

ARTICLE II

NEGOTIATIONS PROCEDURE

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

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

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

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "Grievance" shall mean a complaint by an employee or the Union that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of this Agreement. A grievance to be considered under this procedure must be initiated in writing by the employee or the Union within thirty (30) calendar days from the time when the employee or the Union 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 Union to proceed to the next step. Failure at any step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step.

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

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

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, the employee or the Union shall initiate a grievance in writing to the immediate superior 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;
- (e) the nature of the remedy sought.

The immediate superior shall communicate his decision to the employee in writing within three (3) workdays of receipt of the written grievance.

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

workdays. The Assistant Superintendent/Board Secretary shall communicate his decision in writing to the employee and the immediate superior.

5. If the grievance is not resolved to the grievant's or Union's satisfaction, he, not later than five (5) workdays after receipt of the Assistant Superintendent/Board Secretary's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Assistant Superintendent/Board Secretary who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee-grievant and render a decision in writing and forward copies thereof to the grievant and to the Union within forty-five (45) calendar days of receipt of the appeal. The referred to hearing, if granted, shall be held within a reasonably expeditious time after the receipt of the appeal notice. The Board of Education shall not be required to give reasons for its decision. Decisions of the Assistant Superintendent/Board Secretary in the following matters shall be final and such decisions shall not be subject to appeal to the Board:

(a) Any matter for which a method of review is prescribed by law; or

(b) any rule or regulations of the State Commissioner of Education; or

(c) by-laws of the Board of Education; or

(d) any matter which according to law is either beyond

the scope of Board authority or limited to action by the Board alone.

6. (a) The following procedure will be used to secure the services of an arbitrator: A joint request will be made to the American Arbitration Association or the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

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

C. Rights of Employees to Representation

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

(2) When an employee is not represented by the Union in the processing of a grievance, the Union shall at the time of submission of the grievance to the Assistant Superintendent/Board Secretary or any lower level, be notified that the grievance is in process, have the right to be present and present its position

in writing for all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

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

D. Costs

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

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

ARTICLE IV

EMPLOYEE RIGHTS

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

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

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

ARTICLE V

UNION RIGHTS AND PRIVILEGES

A. Representatives of the Union may be permitted to transact official Union business on school property at reasonable times provided that permission has been granted by the Assistant Superintendent/Board Secretary's Office.

B. The Union and its representatives may have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the Assistant Superintendent/Board Secretary, in writing.

C. The Union shall have the exclusive use of a bulletin board in the warehouse. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and Assistant Superintendent/Board Secretary's Office.

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

ARTICLE VI

SICK LEAVE

A. All employees who are steadily employed by the Board of Education shall be allowed thirteen (13) sick leave days with full pay in any school year. Unused sick days shall be accumulative. An employee appointed/hired subsequent to the start of his/her contract year (July 1st) shall be allowed sick leave and accumulated sick leave in proportion to the number of months remaining in that year.

B. Absence regulations governing all employees

1. In cases of absence for personal illness:

Any employee who is ill and cannot report to his assigned duties, shall report the illness to the office of his Department Head and the Board Secretary, before the start of the regular workday.

2. Requirements after five (5) days' absence:

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

(a) File a doctor's certificate stating the nature of the illness with the Board Secretary's Office.

(b) Submit a written request for leave of absence to the Assistant Superintendent/Board Secretary's Office stating the length of sick leave required.

3. Leave of Absence

Leaves of absence shall be recommended by the Board

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

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

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

The Board Secretary may require a doctor's certificate for one (1) day's absence, when it is deemed necessary. When this is required, the doctor's certificate shall state the nature of the illness and that the employee was unable to carry out his assigned duties on that day.

C.. Employees retiring from Camden schools shall be paid \$25.00 for each unused sick leave day accumulated at the time of retirement. If an employee dies, his/her estate shall receive the value of the accumulated sick days.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

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

B. The Board agrees to allocate not more than ten (10) working days with pay, in aggregate, to delegates chosen by the Union to attend bona fide Union conferences and conventions. Any employee for whom the Union makes such a request must present to the Board one week in advance of the conference or convention a written request for time off, specifying the dates for each occasion such employee is required to be absent. Such request will be honored unless conditions at work at the time are such that the employee's services cannot be spared. In such case an alternative representative may be designated by the Union. Union leave days may be taken in half-days.

C. All employees shall be entitled to two (2) non-accumulative 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 Board Secretary and shall have been submitted at least five (5) school days prior to the date requested, except in extreme emergency. A

copy of such request shall be filed with the immediate superior (supervisor or Principal) at the same time it is forwarded to the Board Secretary. Except in an 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 during the school year shall, at the end of the school year, be accumulated and added to the individual employee's sick leave accumulation.

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

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

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

F. One (1) 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.

G. Employees may be allowed to attend the funeral of a co-worker without loss of pay upon receiving such permission from the Assistant Superintendent/Board Secretary.

H. Employees whose son, daughter, husband or wife is receiving a college degree, may be allowed one (1) day's absence to attend the graduation exercises without loss of salary. Request for such permission must be made in writing to the Board Secretary.

I. All military service absence by an employee 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.

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

K. All requests for permission to be absent for reasons other than illness must be made in writing to the Assistant Superintendent/Board Secretary.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

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

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

General Procedures:

1. Any employee who becomes pregnant shall notify her immediate supervisor and the Assistant Superintendent/Board Secretary in writing within three (3) months of the pregnancy.

2. After the fifth month of pregnancy the employee shall furnish her immediate supervisor and the Board Secretary with a certificate from an obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

3. If an employee's immediate supervisor finds that an employee's pregnancy interferes with the performance of her duties, the supervisor shall document such in writing and may request a medical report from the employee's 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 shall return to work within six (6) weeks, unless she submits a written report and/or documentation from her obstetrician or gynecologist stating that she is not medically fit to perform all the duties of her position. The employee shall submit proof of the date of birth of the child.

5. If a supervisor finds that an employee's condition after pregnancy interferes with the performance of her duties, the supervisor shall document such in writing and may 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 provisions of Article VI of the Agreement.

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

Maternity Leave:

1. Maternity Leave shall be granted to any employee who becomes pregnant should such employee fail to provide the medical certificate required above or who is determined to be unable to perform her duties by reason of her pregnancy in accordance with the procedures set forth 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 as set forth above provided that no determination of unfitness is made in accordance with the provisions set forth above.

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

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

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

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

F. 1. Upon return from leave granted pursuant to Section "A" of this Article, an employee shall be considered as if he was 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. An employee shall not receive increment credit for time spent on a leave granted pursuant to Sections B, C, D, or E of this Article. Applications for leave are subject to the approval of the Assistant Superintendent/Board Secretary.

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

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

ARTICLE IX

INSURANCE PROTECTION

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

B. For the duration of this Agreement, the Board agrees to continue to assume 100% of the cost of a Prescription Drug Insurance Program for employees and their dependents which Program shall provide the same coverage as was provided pursuant to the 1983 - 1986 Agreement.

C. For the duration of this Agreement, the Board of Education agrees to continue to provide a Dental Insurance Program for individual employees only at a cost to the Board not to exceed One Hundred Twenty-Five (\$125.00) Dollars per employee per annum.

D. Any and all premium increases levied by the carriers during the life of the Agreement, for the insurances provided for in Sections A and B shall be borne by the Board. Premiums for the insurances described in this Article, Sections A and B 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 1986-1989 Agreement.

E. The Board of Education shall have the sole and exclusive right to select the insurance plan(s) and carrier(s) to provide the coverage set forth in Sections A, B and C above.

ARTICLE X

BOARD RIGHTS

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

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

C. The Board, subject only to the language of this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:

(a) to direct employees of the School District;

(b) to hire, promote, transfer, assign and retain employees in positions within the School District, and to suspend, demote, discharge or take other disciplinary action against employees;

(c) to relieve employees from duties because of lack of work, or other legitimate reasons;

(d) to maintain the efficiency of the school district's operations entrusted to them;

(e) to determine the methods, means, and personnel by which such operations are to be conducted; and

(f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE XI

DUES DEDUCTION

A. The Board agrees to deduct the dues for the Union in accordance with the provisions of the applicable statutes and the appropriate rules and regulations, upon proper notification by the Union to the Secretary of the Board, provided that it is understood that the Board's agreement here does not constitute an agreement to make deductions for political contributions or any other purpose not specifically authorized by statute.

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

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

2. If any employee who is required to pay a representation fee terminates his or her employment with the Board before the Union 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 each 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 Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. On or about the last day of each month, after November 1, the Board will submit to the Union a list of all employees 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 XII

SENIORITY

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

B. All employees shall be considered probationary for the first ninety (90) days of their employment, which probationary period shall include all times of continuous service with the Board, including time served in a temporary status prior to formal appointment by the Board. 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.

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

C. The Board Secretary shall notify the Union of any employee whose first ninety (90) days of employment has been extended at the discretion of the Board. All conditions of employment as outlined in Section B shall be enforced.

D. Layoffs shall be by inverse seniority, with the least senior employee to be laid off first.

ARTICLE XIII

VACATIONS

A. Employees shall be entitled to paid vacations in accordance with the following schedule:

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

B. The parties agree that the administration shall have full power to assign and designate a vacation schedule. Where appropriate, seniority shall be considered in establishment of a vacation schedule where so required.

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

Regarding the number of days that an individual is entitled to in accordance with his anniversary day of employment, the extra week of vacation shall be due the individual after his anniversary date of employment.

D. If the employee is entitled to fifteen (15) working days or more of vacation only two (2) weeks may run consecutively. No vacations shall be granted in May and September.

E. Vacation time off shall be taken in units of full-weeks, commencing on a calendar Monday through a calendar Friday with the exception that employees entitled to more than two (2) weeks vacation may schedule one (1) week of vacation in days, provided one (1) week's notice is given to the appropriate Department Head. Vacation days shall be taken in full days.

F. Vacation schedules for custodial personnel entitled to ten (10) working days shall begin after June 30 and be completed by August 15th. For those employees entitled to fifteen (15) or twenty (20) days, they must submit their request through the Supervisor of Custodial Service and to the Board Secretary for approval.

Those employees entitled to more than ten (10) working days must schedule two (2) weeks of vacation between June 30th and August 15th, and shall take the remaining time after September 30th and before March 15th.

G. Commencing the summer of 1973, the Maintenance Department will observe the following vacation schedule:

(a) The Department will be closed the last ten (10) working days of July. This period to begin the first full week after the 15th of July.

(b) Those employees entitled to more than ten working days of vacation must schedule two (2) weeks in above period of

time and the other after September 30th and before March 15th. Vacations shall be arranged by the Supervisor of Maintenance and approved by the Board Secretary, in such a manner so as not to conflict with scheduled work programs.

(c) All vacations schedules after September 30th must be submitted through the Supervisor of Maintenance to the Board Secretary one (1) month before the start of the vacation for approval. Where appropriate, seniority shall be considered in the establishment of their vacation schedule, so that all work groups may function.

(d) Where there is a conflict in the selection of vacation periods, the senior employee shall have preference.

(e) A vacation day is defined as a regularly scheduled workday. If a holiday falls within an approved vacation period, the employee is entitled to an extra day of vacation.

H. Upon the death of an employee, payment for all unused vacation days shall be made to his/her survivor(s).

ARTICLE XIV

HOLIDAYS

A. For the duration of this Agreement, the Board hereby agrees to continue its practices with respect to the number of holidays for the members of the recognized bargaining unit.

B. The following schedule of holidays for twelve (12) month non-teaching employees will be observed for the school year, as approved by the Board.

Independence Day
Labor Day
Columbus Day
General Election Day
Thanksgiving Recess
Christmas Eve
Christmas
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day

C. Holiday Schedule for the ensuing year shall be published by July 1st.

D. Custodians assigned to open their buildings on General or Primary Election Days, shall be compensated by the Board of Election. The Board of Education shall make an effort to inform the Board of Election that this compensation shall be the same as the amount paid to all election workers.

E. Custodians required to check on their buildings on any of the above-listed holidays, shall be paid in accordance with the overtime schedule set forth in this Agreement (Article XVI).

ARTICLE XV

HOURS OF WORK

A. For the duration of this Agreement, the Board agrees to continue the number of hours of work and the scheduling of such hours, depending on the size of the school building and the custodial and maintenance force assigned.

B. Effective July 1, 1984, work schedules for maintenance personnel shall be:

7:00 a.m. to 3:30 p.m.

3:00 p.m. to 11:30 p.m.

Employees' individual assignment to these work schedules shall be determined by the Supervisor of Plant Services, the Assistant Superintendent/Board Secretary, and the Assistant Secretary of Plant Services. Notice of schedule changes shall be at least five (5) work days' except for emergencies. Changes in work schedules shall last until the job is completed.

An employee's regular workday shall be composed of eight (8) hours and a regular work week of five (5) days, commencing on Monday and terminating on Friday; except that where an employee's regular assigned work hours begin on Friday and in the normal course extend beyond midnight of that day, he shall be regarded as working a regular work week.

C. Maintenance employees shall receive a one-half hour lunch period upon completion of their first four (4) hours of

work. Custodial employees working a regular workday in a secondary school shall receive a one-half hour lunch period upon completion of their first four (4) hours of work. All employees shall continue to be required to clock out and in at lunch breaks.

D. Any employee who makes it a practice to be absent without permission or who clocks in or out another employee shall be subject to disciplinary action according to the Rules and Regulations of the Board as part of the Agreement.

E. All employees shall use time clocks to record their workday. All time cards shall be submitted to the Board Secretary by the designated management or supervisory personnel upon completion of the work week.

F. Any employee who reports late for his assigned workshift, or clocks out before the end of the workday, shall refund, according to a schedule approved by the Board. An employee who makes a habit of beginning late or leaving early shall be subject to disciplinary action, according to the Rules and Regulations of the Board.

A three-minute grace period, with no loss of pay will be allowed for clocking in at the start of shifts. The Board reserves the right to discontinue this practice if it is abused, after having a discussion with the Union.

G. Work schedules for Custodial personnel shall be established by the Supervisor of Plant Services, the Head Custodian of the school and the Principal for each school building.

H. Maintenance employees shall be entitled to a fifteen (15) minute coffee break after clocking out of the warehouse and before reporting to the first job site of the day.

ARTICLE XVI

WAGES

A. Salaries for the various job titles shall be established and paid in accordance with the salary guides attached hereto.

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

Personnel shall render more than five (5) months service in the particular school year in order to be entitled to an increment on July 1st of the succeeding school year.

C. All custodial employees, except the nightwatchmen shall be paid a differential of forty (.40) cents per hour for scheduled hours of work between 3:00 p.m. and 11:30 p.m. Maintenance employees shall be paid a differential of fifty (.50) cents per hour for scheduled hours of work between 3:00 p.m. and 11:30 p.m., effective July 1, 1986 and sixty (.60) cents per hour for scheduled hours of work between 3:00 p.m. and 11:30 p.m., effective July 1, 1988.

D. The Board agrees to pay time and one-half of the regular rate for all time worked as overtime that has been scheduled by the Supervisor of Maintenance, and approved by the Board Secretary for maintenance employees and scheduled by the Board Secretary or his designee for custodial employees. Custodial personnel assigned to work Recreation Program projects as overtime work shall be paid at the rate of time and one-half of their regular rate.

Except that all time worked on Sundays or Holidays, in excess of forty (40) hours will be paid for at twice the hourly rate of the employee.

If a custodian is assigned to perform his usual work duties at a school affair or school athletic program and such work is beyond the forty (40) hour work week, the employee shall receive time and one-half for time worked on week days and twice the hourly rate for Sundays and Holidays.

E. The checking of all elementary schools by custodial personnel on weekends and holidays shall be two (2) hours, between the hours of 9:00 a.m. and 11:00 a.m., except on holidays that require the flag to be raised.

The checking of all secondary schools by custodial personnel on weekends and holidays shall be two (2) hours, between the hours of 1:00 p.m. and 3:00 p.m. except on holidays that require the flag to be raised.

Any custodial employee assigned to check schools on weekends or holidays who falsifies his time shall be subject to disciplinary action by the Board Secretary, which disciplinary action may result in the employee's services being terminated.

F. In the distribution of overtime, the following procedures shall be utilized. All overtime shall be distributed on the basis of seniority involved, and with respect to employees assigned to the Maintenance Department or a particular school building, overtime shall be distributed on the basis of seniority within the respective classification of personnel. Overtime as it becomes

available shall be offered on said seniority basis, and the most senior employee within the aforementioned classifications shall not receive a second offer of overtime until all less senior employees within said classification have received an offer.

When employees within a given classification assigned to the Maintenance Department or a particular school building are unable or unwilling to perform the overtime work, next preference shall, to the extent practicable, be given to employees regardless of classification involved based on seniority in the school district, also subject to the same method of rotation indicated above.

G. All custodial employees possessing a Black Seal License or better when filling in for a C-2 shall be paid at the minimum based on his years of service or the promotional increase, whichever is greater.

H. A career increment of \$200.00 will be paid to all employees covered by this Agreement, upon attaining thirteen (13) years of continuous service with the Board. Longevity increment has been computed and been made a part of each salary guide and shall not be paid in addition thereto.

I. When a helper is acting mechanic, he shall receive \$5.00 per day in addition to his regular pay.

When a helper is acting custodian he shall receive \$4.00 per day in addition to his regular pay.

ARTICLE XVII

PROMOTIONS

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

B. Employees who desire to apply for such vacancy shall submit their applications in writing to the Deputy Superintendent within the time limit specified within the notice.

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

1. Whenever custodial personnel are advanced to a higher classification, they shall receive a promotional adjustment as set forth:

- (a) Advanced to Custodian Class B - \$450.00 promotional adjustment.
- (b) Advanced to Custodian Class A - \$500.00 promotional adjustment.
- (c) Advanced to Custodian Class C-2 - \$400.00 promotional adjustment.

2. Whenever personnel of the maintenance force are advanced they shall receive promotional adjustments as set forth:

- (a) Advanced to rating of Mechanic - \$450.00.
- (b) Advanced to rating of Work Foreman - \$500.00.

D. Employees promoted to a higher classification shall receive the above promotional increase or the minimum rate of the higher classification, whichever is greater.

E. Whenever maintenance personnel are assigned to a higher classification of Acting Foreman, he shall be paid the promotional adjustment on a per diem basis.

F. Whenever custodial personnel are assigned to a higher classification of Acting Custodian Class B, he shall be paid the promotional adjustment on a per diem basis.

ARTICLE XVIII

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 Union, to the Board at Room 503, City Hall, Camden, New Jersey, 08101, Attention: Board Secretary.

2. If by Board, to the Union at 10 Rutgers Place, Trenton, New Jersey 08618.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. The Board and the Union shall review and agree upon the terms of the new Agreement. After the Agreement has been fully executed, the Union shall be responsible for the cost of printing the Agreement, with the Board having the right to review and approve the agreed upon language of the printing drafts. The Union shall provide an adequate number of copies of the printed Agreement to the Board.

D. The Board will reclassify all one man schools from Janitor Class C, to Janitor Class C-2, as per Board Rules and Regulations and Article XVII (Promotions) of this Agreement.

E. The Board shall provide the janitress staff with pantsuit uniforms.

F. The Board agrees to provide custodians with uniforms of a different color than those provided to other members of the janitorial staff.

G. Employees shall be provided with three (3) sets of uniforms for 1986-'87 and three (3) sets for 1987-'88 and four (4) sets for 1988-'89. Employees shall be required to wear uniforms when at work.

H. A joint Board - CWA Committee shall be established to develop recommendations regarding uniform specifications to be presented to the Board.

ARTICLE XIX

PAYDAY

A. Salary payments to employees covered by this Agreement shall be made twice a month, on the first and fifteenth days of the month. The first payday of this program shall be established by the Board Secretary at a time which shall enable the Board of Education to accrue a week of salary which shall be repaid in the final pay period.

ARTICLE XX

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective from July 1, 1986 through June 30, 1989. The Agreement shall expire on June 30, 1989 unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the CWA Representative and the President of Local 1079, and the Assistant Superintendent/Board Secretary and their corporate seals to be placed thereon, on the day and year written below.

CAMDEN BOARD OF EDUCATION

Clark A. St.

Arthur R. Wright
President

Date:

Preston Gunning
Assistant Superintendent/
Board Secretary

Date: *11/5/87*

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

Wilbur L. Thompson
CWA Representative

Date: *11-5-87*

Kenneth E. Judge
President of Local 1079

Date: *Nov 5 1987*

Andrew J. Pearson
Secretary of Local 1079

Date: *11-5-87*

HEAD CUSTODIAN

CLASS A-1

<u>STEP</u>	<u>1986-'87</u>	<u>1987-'88</u>	<u>1988-'89</u>
1	11,391	12,029	12,862
2	11,641	12,279	13,112
3	11,898	12,549	13,384
4	12,261	12,826	13,678
5	13,068	13,217	13,980
6	13,874	14,087	14,407
7	14,680	14,956	15,355
8	15,487	15,825	16,302
9	16,420	16,695	17,249
10	17,098	17,563	18,198
11	17,903	18,432	19,144
12	18,710	19,299	20,091
13	19,516	20,169	21,036
14	20,284	21,038	21,984
15	21,088	21,866	22,931
16	21,892	22,733	23,834
17	22,697	23,600	24,779
18	23,501	24,467	25,724
19	24,306	25,334	26,669
20		26,202	27,614
21			28,560

CUSTODIAN

CLASS A

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	10,685	11,268	12,032
2	10,935	11,518	12,282
3	11,144	11,788	12,555
4	12,126	12,400	12,849
5	12,960	13,072	13,516
6	13,801	13,971	14,248
7	14,638	14,877	15,228
8	15,478	15,780	16,216
9	16,400	16,685	17,200
10	17,073	17,679	18,187
11	17,866	18,405	19,270
12	18,656	19,260	20,061
13	19,440	20,111	20,993
14	19,991	20,956	21,921
15	20,200	21,550	22,842
16	20,344	21,776	23,490
17	20,941	21,931	23,736
18	21,537	22,574	23,905
19		23,217	24,606
20			25,307

CUSTODIAN

CLASS B

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	10,004	10,534	11,232
2	10,245	10,784	11,482
3	11,122	11,354	11,755
4	11,990	12,200	12,376
5	12,858	12,925	13,298
6	13,728	13,861	14,088
7	14,596	14,799	15,108
8	15,467	15,734	16,131
9	16,380	16,673	17,150
10	17,048	17,658	18,174
11	17,828	18,378	19,247
12	18,606	19,218	20,032
13	19,384	20,057	20,948
14	19,699	20,896	21,862
15	19,900	21,236	22,777
16	20,100	21,452	23,147
17	20,200	21,668	23,383
18	20,400	21,776	23,618
19		21,991	23,736
20			23,970

CUSTODIAN

CLASS C

<u>Step</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	9,584	10,082	10,739
2	9,834	10,332	10,989
3	10,069	10,601	11,262
4	10,426	10,854	11,555
5	10,765	11,239	11,831
6	11,503	11,605	12,251
7	12,240	12,400	12,649
8	12,978	13,195	13,516
9	13,714	13,990	14,383
10	14,452	14,784	15,249
11	15,189	15,579	16,115
12	15,726	16,374	16,981
13	16,699	16,953	17,848
14	17,674	18,002	18,479
15	18,379	19,053	19,662
16		19,813	20,768
17			21,596

CUSTODIAN

CLASS C-2

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	9,950	10,476	11,169
2	10,200	10,726	11,419
3	11,068	10,996	11,691
4	11,936	11,931	11,986
5	12,804	12,867	13,005
6	13,674	13,803	14,025
7	14,542	14,741	15,045
8	15,413	15,676	16,068
9	16,362	16,615	17,087
10	16,995	17,638	18,110
11	17,774	18,321	19,225
12	18,552	19,160	19,970
13	19,330	19,999	20,884
14	19,645	20,838	21,799
15		21,177	22,713
16			23,083

CUSTODIAN

CLASS D

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	9,400	9,883	10,522
2	9,700	10,133	10,772
3	10,000	10,457	11,045
4	10,250	10,780	11,398
5	10,450	11,050	11,750
6	11,129	11,265	12,045
7	11,332	11,997	12,279
8	11,990	12,216	13,077
9	12,780	12,925	13,315
10	13,570	13,777	14,088
11	14,361	14,628	15,017
12	15,120	15,481	15,945
13	15,879	16,299	16,874
14	16,094	17,118	17,766
15	16,310	17,349	18,659
16		17,582	18,910
17			19,164

MECHANICS

CLASS E

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	11,557	12,208	13,057
2	11,807	12,458	13,307
3	12,090	12,728	13,579
4	12,483	13,033	13,874
5	12,889	13,457	14,206
6	13,563	13,894	14,668
7	14,364	14,621	15,144
8	15,034	15,484	15,937
9	15,706	16,207	16,878
10	16,377	16,931	17,666
11	17,118	17,654	18,455
12	17,858	18,453	19,243
13	18,675	19,251	20,114
14	19,449	20,132	20,984
15	20,245	20,966	21,944
16	21,038	21,824	22,853
17	21,306	22,679	23,788
18		22,968	24,720
19			25,035

MECHANICS

CLASS E-2

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	8,853	9,294	9,880
2	9,103	9,544	10,130
3	9,319	9,813	10,403
4	9,624	10,046	10,696
5	9,938	10,375	10,950
6	10,682	10,713	11,309
7	11,358	11,515	11,677
8	12,056	12,244	12,551
9	12,757	12,996	13,346
10	13,441	13,752	14,166
11	14,200	14,489	14,990
12	15,215	15,308	15,793
13	16,229	16,402	16,686
14	17,244	17,495	17,878
15		18,589	19,070
16			20,262

CUSTODIAN

CLASS F

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	8,510	8,924	9,477
2	8,760	9,174	9,727
3	8,969	9,443	10,000
4	9,261	9,669	10,293
5	9,807	9,983	10,539
6	10,426	10,572	10,881
7	11,166	11,239	11,523
8	11,936	12,037	12,251
9	12,726	12,867	13,120
10	13,516	13,719	14,025
11	14,307	14,570	14,954
12	15,066	15,423	15,881
13	15,825	16,241	16,811
14		17,059	17,703
15			18,594

ASSISTANT STOCK CLERKS

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	10,851	11,447	12,227
2	11,101	11,697	12,477
3	11,368	11,967	12,750
4	11,737	12,255	13,044
5	12,119	12,652	13,358
6	12,919	13,064	13,791
7	13,718	13,927	14,240
8	14,516	14,788	15,180
9	15,315	15,648	16,119
10	16,115	16,510	17,056
11	16,914	17,372	17,996
12	17,713	18,233	18,935
13	18,511	19,095	19,874
14	19,311	19,955	20,814
15	20,106	20,817	21,751
16		21,674	22,691
17			23,625

CLERK HELPERS

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
1	10,987	11,594	12,387
2	11,237	11,844	12,637
3	11,505	12,113	12,910
4	11,881	12,402	13,203
5	12,268	12,808	13,518
6	12,908	13,225	13,961
7	13,549	13,915	14,415
8	14,191	14,606	15,167
9	14,831	15,298	15,921
10	15,473	15,988	16,675
11	16,114	16,680	17,427
12	16,754	17,371	18,181
13	17,396	18,061	18,934
14	18,034	18,753	19,686
15		19,441	20,441
16			21,191