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CONTRACT
FOR THE SCHOOL YEAR 1971-1972
BETWEEN THE
MAINTENANCE AND CUSTODIAL ASSOCIATION OF CAMDEN COUNTY COLLEGE
AND THE
CAMDEN COUNTY BOARD OF TRUSTEES

February, 1971
Camden County College
Blackwood, New Jersey

AGREEMENT BETWEEN

The Board of Trustees of Camden County College operating under the provision of Public Laws of 1968, Chapter 303 of the State of New Jersey and the Maintenance and Custodial Association of Camden County College.

This Agreement entered into this _____ day of February, 1971 by and between the Camden County College, hereinafter called the Board, and the Maintenance and Custodial Association of Camden County College, hereinafter called the Association.

Article 1

Recognition

The Camden County College Board of Trustees recognizes the Maintenance and Custodial Association for the purpose of collective negotiations, as the exclusive representative of a negotiating unit consisting of all members of the Maintenance and Custodial staff on permanent status or probationary appointment, except any employee whose remuneration is based on less than half of the annual salary rate for their positions.

During the duration of this Contract, the Board agrees to negotiate exclusively with the Maintenance and Custodial Association or organization or any individual known as a "Maintenance or Custodial" worker, for the purpose of this Contract.

Article 2

NEGOTIATION PROCEDURE

1. No later than September 15 of the year preceding the termination of this Contract, the parties agree to enter into collective negotiations over the successor agreement in accordance with the procedures set forth herein:

A. A good faith effort will be employed by each party in order to reach agreement on all matters raised by either party concerning the terms and conditions of employment.

B. In the spirit of good faith negotiation, each party will mutually pledge in writing that their representatives (negotiators) are clothed with all necessary power and authority to make and consider proposals and counter-proposals, and to reach compromises in the course of negotiations subject to any other provisions of this Contract.

C. Furthermore, the parties accordingly agree to cooperate in arranging meetings of mutual convenience inclusive of dates, frequency, starting time and duration of each meeting.

2. A. During negotiations, the Board or Board's representative and Association will present relevant data, exchange points of view and make proposals and counterproposals. Both parties will endeavor to be constructive in their approach to negotiations at all times.

B. Such negotiations shall concern "salaries, wages, hours and other conditions of employment."

3. This Agreement or contract may be added to, deleted from or modified only through mutual consent of the parties in a written signed amendment to this Contract. Before the Board adopts a change in this Contract, it will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board within seven (7) calendar days after receipt of said notice.
4. The provisions of this Contract will be incorporated into and be considered part of the established policies of the Board.
5. If any provision of the Contract or any application of the Contract to any Maintenance of Custodial worker or group of workers shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
6. Mimeographed copies of this Contract will be mimeographed at the expense of the Board & given to all members of the Association now employed or hereafter employed by the Board within two weeks after its' execution or upon commencement of employment if that occurs later.

Article 3

GRIEVANCE PROCEDURE

1. Intent - It is the expressed intent of the Board of Trustees of the Camden County College to provide a means for the orderly settlement of the grievances as hereinafter defined in a fair and equitable manner.

2. Definitions:

A. Grievance: A "grievance" for the purpose of this contract shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Camden County College which relate to, or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervisors of employees.

B. Immediate Supervisor: The employee's immediate supervisor is understood to be the individual having line responsibility and to whom the employee directly reports.

3. Procedure:

Step 1: Any employee having a grievance or any one designated member of a group having a grievance may discuss his complaint orally and informally with his immediate supervisor. The employee if he so desires, may be represented at this meeting and all subsequent meetings by an individual of his own choosing. The immediate supervisor shall render a decision to the employee within two (2) working days if possible from the date the complaint was first orally discussed with him by the employee.

Step 2: If the complaint is not resolved in the manner set forth, the employee shall, within five (5) working days, reduce his complaint to writing, sign the complaint and formally request that the matter be reviewed by the individual next in line of authority, who shall meet with the parties within five (5) working days of the date of the written appeal

and shall attempt to arrive at an equitable solution. No written appeal shall be honored at any **step** of procedure if it does not contain the written answer of the supervisor in the previous step. The President to whom the request for review has been directed shall render his written decisions within seven (7) working days of the date of the meeting described above.

Step 3: In the event a satisfactory settlement is not reached in a review by the President or his representative, the employee may, within seven (7) working days, formally request the matter be reviewed by the Board of Trustees or their designated representative who shall meet with the employee, his representative, the President and the Supervisor involved. The Board of Trustees shall render a written decision within seven (7) working days of the date of the meeting noted above. In matters coming within the scope of this Procedure, the decision of the Board will be final.

Article 4

EVALUATION

Effective evaluation of the maintenance and custodial workers is designed to improve the performance of duty and to supply the College with a rational standard for judging the competencies of the employees during both their probationary period and their term of employment.

The evaluation of the employee is to be done by their immediate supervisor.

In rating of permanent and probationary employees, the Supervisor is requested to present to the President of the College prior to March 1, a check list or evaluation report for each employee under his jurisdiction. This report shall be discussed with the employee and should carry the signature of both the evaluator and the employee.

Probationary employees shall have their evaluation done in the same manner before the completion of their probationary employment.

Evaluation shall be based on:

- A. Performance of assigned duties.
- B. Personal suitability.
- C. Fulfillment of obligations.
- D. Ethical conduct.

If the performance of the employee, probationary or permanent, is less than satisfactory, descriptive reports explaining in detail the areas of weakness should be documented.

Appeals of an individual evaluation by a supervisor may be made directly to the President and his decision will be final.

Article 5

GENERAL CONDITIONS

A. Paid Leave of Absence

1. Annual Vacation

Association members shall receive two weeks with pay after a full year of service. Part-time employees and those Association members completing less than a full year of service will have their vacation time pro-rated. After five full years of service the

Association member shall be entitled to three weeks of vacation time with pay. After ten full years of service the Association member shall be entitled to four weeks vacation time with pay.

It is understood that vacation time will be used within any two year period. Vacation time should be taken so that it is mutually satisfactory with your immediate supervisor.

2. Sick Leave

A. Association members shall receive one (1) day per month or twelve (12) days per year. Sick leave may accumulate for a total of 150 days retroactive to date of initial employment including probationary period.

B. The use of sick leave is subject to medical verification if requested by the immediate supervisor.

C. Part-time employees will have their sick leave pro-rated according to the time spent on the job.

D. Sick leave will be allocated from the time of employment for those starting other than at the start of the College school year.

3. Family Illness

All full time Association members are entitled to be absent from work because of presence of ~~serious~~ illness or contagious disease in the family. Such time is to be charged against his sick leave.

4. Bereavement

A. Leave with pay, not to exceed five (5) days will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, step-children, grandchildren, mother-in-law, and father-in-law.

B. In the event of the death of a family member other than those previously listed, an Association member must be entitled to one full day to attend the funeral.

5. Personal Leave

Leave not to exceed three days per year may be permitted at the discretion of the President of the College for matters which cannot be cared for in other ways. Such requests shall be made in writing.

6. Work week - The work week and hours of work will be determined and assigned by the Superintendent of Buildings and Grounds.

7. Overtime Pay - All overtime pay shall be paid at a flat rate of \$4.25 per hour.

8. Night Shift - Night Shift workers shall be paid the rate of \$350 yearly.

9. Holidays - There are to be twelve (12) paid holidays per year as follows: July 4th, Labor Day, Veteran's Day, 2-Thanksgiving, 2-Christmas, New Year's Eve Day, New Year's Day, Good Friday, Easter Monday and Memorial Day.

10. Insurance - The Board shall provide without cost to the employee, full family health care insurance benefits including Rider J, for the full twelve-month period.

11. Employee work termination - Employees shall give a two week notice of their desire for termination of employment. The same two week period will apply to the employer if he so desires to terminate the employment of the employee. Due vacation time shall be paid at the time of termination. For those employed less than a full year such payment shall be pro-rated on months of employment not to exceed one (1) day per month, up to a limit of ten (10) days.

12. Posting of Vacancies - At such time as is convenient, all existing vacancies in the Camden County College shall be posted at a place acceptable to the Association and any individual wishing to transfer to one of these assignments shall apply in writing for the position. Vacancies are to be posted for a period of one week.

13. Personal Injury Benefits - All employees are covered by Workmen's Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the employee shall immediately notify the immediate supervisor so that the proper forms may be executed by the school authorities and attending physicians. If a member of the Association is injured while at work it shall not be taken off his sick days until clarified under the Workmen's Compensation Insurance Program as to the exact extent and nature of the injury.

14. Appointments - Probationary employees shall be appointed for a period of 60 days prior to making that appointment a permanent appointment.

Article 6

SALARY

Members of the Maintenance and Custodial Association shall be granted a \$450 increase for each member of the Association for the 1971-72 College Year.

1. The Board of Trustees upon the recommendation of the President may grant additional increments for meritorious service.

2. Employees may be appointed to any class or step on the salary guide at the discretion of the President.

3. Credit for outside employment shall be determined at the beginning of said employment and classification and placement on the guide shall be done on the recommendation of the immediate supervisor and such placement shall be at the discretion of the President. All approvals will finally be made by the Board of Trustees.

Article 7

DURATION OF CONTRACT

This Contract shall be effective as of July 1, 1971 and shall continue into effect until June 30, 1972. This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated. It is understood that there will be no harassment of any employee because of his membership in the Association, or because of his holding any office in the Association.

Board of Trustees

Association

BY Thaine Colm
Chairman

BY Josephine M. Silny

BY [Signature]
Trustee

BY [Signature]

BY Joan M. Becker
Trustee

BY _____

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 25, 1973