

**AGREEMENT**

**BETWEEN**

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

**AND**

**AFSCME, AFL-CIO DISTRICT COUNCIL NO. 71**

**JULY 1, 2011 to JUNE 30, 2014**

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## ARTICLE I

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the BOARD OF EDUCATION OF THE CAMDEN COUNTY TECHNICAL SCHOOLS (hereinafter called "Employer" or "Board") and LOCAL NO. 3418A, which is affiliated with District Council No. 71 of the American Federation of State County and Municipal Employees, AFL-CIO, (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rights of pay, hours of work and other conditions of employment.

## RECOGNITION

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A. The Employer recognizes District Council No. 71, American Federation of State County and Municipal Employees, AFL-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees listed in the classifications herein and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of or in any way abrogating the rights of employees, as established by the laws of 1968, Chapter 303 and the Amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.

B. The bargaining unit shall consist of the following full-time and part-time titles:

Custodial/Warehousemen, Grounds Keepers, Fireman and Engineers and Custodial/Courier.

## ARTICLE II

### CHECK OFF

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#### A. UNION DUES.

1. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME, District Council No. 71. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e) and Chapter 123 Public Laws of 1974 as amended.
2. Check off shall commence the first day of the month after each employee signs a properly dated authorization card supplied by the Union and the Employer has received notice pursuant to subsection 5 below.
3. The aggregate deductions from all employees shall be remitted to the District Council together with the list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
4. If during the life of this Agreement, there shall be any change in the rate of membership dues, the District Council shall furnish the Employer written notice on the letterhead of the District Council and signed by the Council President advising of such changed deduction.
5. The Union will provide the necessary "check off authorization" card and the Union will secure the signatures of its members on the cards and deliver the signed cards to the Employer together with an initial list of such employees to be updated from time to time, with additions or deletions of membership.

#### B. CREDIT UNION.

The Employer agrees to make one payroll deduction per pay period for each employee, upon

written request, to be paid to an appropriate credit union, as determined by the employer.

C. AGENCY SHOP.

1. The employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the union and transmit the deductions together with the list of the names of all employees for whom the deductions were made by the tenth (10<sup>th</sup>) day of the succeeding month after such deductions were made to the majority representative.
2. The deduction shall commence, for each employee who elects not to become a member of the union, during the month following his/her date of employment.
3. The fair share fee for services rendered by the union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the union, less the costs of benefits financed through the dues and available only to members of the union, but in no event shall the fees exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

ARTICLE III

COMPENSATION

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A. WAGES

1. Effective July 1, 2011 each employee shall receive an increase of 1.99% added to their existing salary.
2. Effective July 1, 2012, each employee shall receive an increase of 1.96% added to their existing salary.
3. Effective July 1, 2013, each employee shall receive an increase of 1.93% added to their existing salary.
4. The above paragraphs are subject to the following:

New employees shall be hired at the following starting rates as a minimum starting salary.

POSITION	SALARY
Custodial/Warehousemen Grounds Keeper	\$26,794.00
Firemen	\$28,583.00
Engineers	\$33,278.00

The School Business Administrator, with approval of the Board, shall have the authority to negotiate a higher starting salary with said prospective employees provided said negotiated salary does not exceed the salary of a current employee with comparable years of experience. Any lead person as designated by the School Business Administrator for a period not to exceed one year shall receive \$3.00 per hour differential added to his/her salary.

Employees hired by the Board to commence work between January 1st and June 30th of a given school year shall receive 50% of the salary increase as provided herein, for the following work

year. No employee shall receive a salary increase during that employee's probationary period. If the employee successfully completes the probationary period, consideration of the salary increase shall be calculated from the date of employment.

5. Any employee who has been employed by the Board for a period of ten (10) years or more and who leaves such employment shall be paid \$57.00 per day for each unused accumulated sick day for no more than 185 days for the 2011-12 school year; \$57.00 per day for each unused accumulated sick day for no more than 185 days for the 2012-13 school year; and \$57.00 per day for each unused accumulated sick day for no more than 185 days for the 2013-14 school year. This provision shall not apply to any employee whose employment is terminated as a result of a decision of an administrative agency or a Court of competent jurisdiction. All monies due for unused sick time shall be paid to the estate of a deceased employee.
6. Part-time employees shall be paid at an hourly rate determined by the School Business Administrator, with approval by the Board. Part-time employees shall not be eligible for the benefit described in Paragraph 5 above and shall not be eligible for the benefit described in B. "Overtime" below, unless required by law.
7. The Board shall have the right to establish a custodial night shift at both campuses. Those custodial employees assigned to said shift shall be paid a salary differential of an additional one dollar and ten cents per hour for said work. The differential shall be added to the employee's regular hourly rate/annual salary for as long as he/she is assigned to the shift. Custodial employees may volunteer for said work and if volunteers are not sufficient to cover the duties, custodial employees shall be assigned to the work in inverse seniority order.

Those custodial employees on night shift shall be given first preference to fill a day shift



opening based on total district seniority. The School Business Administrator shall advise unit officials of the following details of said shifts 30 days before establishing and ending the shifts in a given school year:

- a. The date of establishing and ending the shifts in a given school year.
- b. The number of employees assigned to the shift at each campus.
- c. The starting and ending time of daily hours to be worked.

8. Continuous operation employees will be paid no later than 3 P.M. the day prior to all other employees scheduled pay day.

9. The Board agree to reimburse the boiler license renewal fees every three (3) years upon receipt of proof of payment by the employee.

## **B. OVERTIME.**

### 1. Definitions.

- (a) Overtime shall be defined as all time worked in excess of an employee's normal work day.
- (b) Continuous operations shall be defined as twenty-four (24) hours of continuous operations with a work week other than Monday through Friday.
- (c) "Call-In" shall be defined as that situation when an employee is called in to work during his non-working hours, without advance notification.
- (d) Overtime assignment shall be defined as that situation when an employee is notified during his working hours to report to work during his non-working hours or when an employee is scheduled in advance to work an assignment outside of his normal working hours.

2. The following provisions shall apply to this Article:
- (a) Except for those employees on continuous operations all time worked in excess of the normal work day and all time worked on Saturday shall be compensated at the rate of one and one-half times the employees normal hourly rate of pay.
  - (b) Except for employees on continuous operations all time worked on Sunday shall be compensated at the rate of double time the employee's normal hourly rate of pay.
  - (c) For employees on continuous operations, work performed on their first scheduled day off shall be considered as a Saturday for the purpose of computing overtime and work performed on their second scheduled day off shall be considered as a Sunday for the purpose for computing overtime.
  - (d) For employees on continuous operations, work performed on a regularly scheduled workday that falls on a Holiday, as defined herein, shall be compensated at the rate of double time the employee's normal hourly rate of pay.
  - (e) Overtime shall be voluntary and shall be assigned on a rotating basis by seniority. The Board reserves the right to make such assignments in the event there are no volunteers in inverse seniority order and further reserves the right to make assignments, when, in the opinion of the Board, special skills are necessary to carry out the assignment. Employees who volunteer for overtime work on Saturdays in their regularly assigned area shall be exempt from other overtime assignment on that particular day. The Board further reserves the right to make custodial courier assignments at the Pennsauken and Gloucester Township campuses.
  - (f) The Board shall prepare a seniority list. The Board shall provide a list of employees

noting overtime worked as may be reasonably requested from time to time by the Union.

- (g) Overtime shall be paid in the next succeeding pay period (overtime worked from the first to the fifteenth day of the month shall be paid on the thirtieth day of the month).
- (h) All paid time off shall be considered as time worked for the purpose of computing overtime.
- (i) An employee "called-in" to work shall be paid a minimum of two hours pay at the normal rate of pay, the overtime and premium rates where applicable.
- (j) An employee who works an overtime assignment other than on a "called-in" basis will be compensated for time worked at the applicable rate.
- (k) Employees who work overtime on graduation day (night) and open house night shall be guaranteed eight (8) hours of overtime pay regardless of the actual hours worked.

### C. DENTAL

Effective July 1, 1985, the Board shall provide a dental health plan being Programs I and III as described in a brochure provided by the New Jersey Dental Service Plan, Inc., dated April 4, 1985, subject to the underwriting provisions attached hereto as *Appendix "B"*. The Board shall pay a maximum yearly allowance of \$1,500.00 per covered individual toward dental coverage for all teachers, unit employees or their dependents.

2. The Board agrees to continue the present coverage for employees and dependents under its existing dental health plan and further agrees to provide as an option a flagship dental plan provided that the Board continues to qualify for same and the flagship dental plan does not result in premium payments higher than those for the Board's basic dental plan.

**D. MEDICAL BENEFITS**

The Board Agrees to continue its present policy of paying for coverage of employees and dependents under the State of New Jersey Health Plan, however, employees have the option to choose a HMO Plan by personally paying any increase in premium for HMO coverage.

Premium sharing shall be determined by the Rules and Regulations of P.L. 2011 Chapter 78 so long as it remains applicable.

1. Subject to the employee premium sharing schedule detailed below, the Employer shall provide the present or substantially similar plans for full-time employees for medical and prescription drug benefits and dental.
2. From time to time, the Board, in its discretion, may make available other medical and/or prescription drug benefit plans from which employees may select in lieu of existing plans with the understanding that such a selection includes acceptance of all terms and conditions of the optional medical and/or prescription drug benefit coverage.
3. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of permitting the payment of certain employee contributions in pre-tax dollars. Pre-tax payroll deductions shall be made equally over 24 pay periods of each calendar year in accordance with the Employer's customary payroll practices unless otherwise required by law.
4. Part time employees shall not be eligible for Medical or Dental Benefits unless the employee works more than 30 hours/week on a full time basis.

## **E. PREMIUM CONTRIBUTION**

1. Effective July 1, 2011, the amount of contribution to be paid by an employee for medical, prescription drug and dental benefits for the employee and any eligible dependent shall be either 1.5 per cent of the employee's base salary or according to the contribution schedule below, whichever contribution amount is greater.

2. for family coverage or its equivalent, -

an employee who earns less than \$25,000 shall pay 3 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$110,000 or more shall pay 35 percent of the cost of coverage

3. for individual coverage or its equivalent -

an employee who earns less than \$20,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;

an employee who earns \$95,000 or more shall pay 35 percent of the cost of coverage;

4. for member with child or spouse coverage or its equivalent -

an employee who earns less than \$25,000 shall pay 3.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage.

an employee who earns \$100,000 or more shall pay 35 percent of the cost of coverage.

5. Base salary shall be used to determine what an employee earns for the purposes of this provision and shall mean pensionable salary.

6. As used in this section, "cost of coverage" means the premium or periodic charges for health care, prescription benefits and dental, provided pursuant to N.J.S.A. 18A:18-2, or any other law, by the Board of Education. If the Employer is required by law to provide vision or other healthcare benefits not otherwise heretofore provided, the "cost of coverage" shall include the premium or periodic charges for those additional mandated benefits.

7. Employees employed on or before June 27, 2011, shall pay:

- i. during the first year in which the contribution is effective, one-fourth of the amount of the applicable contribution reflected under Subsections 2. through 5. above;
- ii. during the second year in which the contribution is effective, one-half of the amount of the applicable contribution reflected under Subsections 2. through 5. above;
- iii. during the third year in which the contribution is effective, three-fourths of the amount of the applicable contribution reflected under Subsections 2. through 5. above;
- iv. during the fourth year in which the contribution is effective, the full amount of the applicable contribution reflected under Subsections 2. through 5. above.

8. Employees employed on or after June 28, 2011 shall pay the full amount (100%) of the applicable contribution reflected in Subsections 2. through 5. above.

"Healthcare plan" or "health benefits" mean the healthcare plans for medical, prescription



drug benefits and dental. If the Employer is required by law to provide vision or other healthcare benefits not otherwise heretofore provided, the definition of "healthcare plan" or "health benefits" shall also include the additional mandated benefits.

Employee contributions shall be made by way of withholding of the contribution from the employee's pay, salary, or other compensation. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer's customary payroll practices unless otherwise required by law.

The amount payable by any employee under this Article shall not under any circumstance be less than 1.5 per cent of base salary. An employee who pays the contribution required in Subsections 2. through 5. above shall not also be required to pay the contribution of 1.5 per cent of base salary.

#### **F. CO-PAYMENTS**

Medical Plan co-payments are established pursuant to the State Health Benefit Plan.

#### **G. PRESCRIPTIONS**

The Board agrees to continue the present coverage for employees and dependents for a prescription drug plan, until July 1, 2012. Effective July 1, 2012, subject to the employee premium payments set forth above, the Board shall pay for coverage of its unit employees and eligible dependents for a prescription drug plan with a \$5.00 co-pay for generic drugs and a \$15.00 co-pay for brand name prescription drugs. Effective July 1, 2012, the Board shall pay for coverage of its unit employees and eligible dependents for a prescription drug plan with a \$5.00 co-pay for generic drugs purchased by mail, and a \$15.00 co-pay for brand name prescription drugs purchased by mail.

The School Business Administrator will annually provide the Association with the current rates for all plans.

#### **H. DEPENDENT COVERAGE**

Effective January 1, 2011, the Board shall make dependent coverage in the Board's Medical, Prescription Drug and Dental Plans available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the calendar year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Board Medical, Prescription Drug Plan or Dental Plan may elect to enroll their dependent in Dependent to age 31 coverage for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.

"Civil union partners" and "domestic partners" under New Jersey law shall be considered as dependents eligible for insurance benefits.

#### **I. MISCELLANEOUS**

The Board will reimburse an employee on active pay status for his premium charges under Part B of the Federal Medicare Program covering the employee alone when the employee reaches age 65, but

only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.

Effective 7/1/05 – All insurance items in 1-3 above shall also apply in full force to those individuals who properly file as domestic partners. Regardless of change, this item shall remain.

## **J. OPT-OUT**

1. Eligible employees covered by this agreement may choose, in writing, to participate in the “Optional Health Benefits Program.” participation in this program is totally voluntary and is intended for those eligible employees who are covered by health insurance through another source.

2. If two employees are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from Camden County or any other Employer Agency listed below, the other may not participate in the Opt-Out program:

- Camden County Row Office
- Camden County Mosquito Commission
- Camden County Superintendent of Schools
- Camden County Prosecutor’s Office
- Camden County Library System
- Camden County Municipal Utilities Authority
- Camden County Improvement Authority
- Camden County Pollution Control Authority
- Camden County Board of Elections
- Camden County Superintendent of Elections
- Camden County Health Services Center
- Camden County College

3. If two employees are married or qualify as domestic partners/civil union partners and both are enrolled in the State Health Benefits Plan with the other at another Board of

Education or a Municipality, neither may participate in the Opt-Out Program.

4. If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's/partner's plan, but not both. Dependent children must be covered under one plan only.

5. If an employee chooses to participate in this program and drops employee and/or dependent coverage, the employee shall receive a monetary incentive as outlined below. The Opt-Out monthly amounts are published at each annual Open Enrollment Period.

An employee shall receive an incentive which shall not exceed twenty-five (25%) percent of the amount saved by the Board of Education because of the Opt-Out or \$5,000 annually, whichever is less, in accordance with State law.

6. Eligible employees who opt to participate in this program must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible employee chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.

7. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

8. The optional health benefits program shall be available to all new benefit-eligible

employees on their benefit effective date.

9. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.

10. In order to enroll in the Opt-Out Program, an employee must complete the enrollment form and provide proof of dependent status and current health insurance coverage within the appropriate timeframe.

11. Annual re-enrollment is required.

12. Employees on non-paid leaves do not receive Opt-Out payments.

13. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), group contract/policy terminated, military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year provided the employee gives the Board notice of the change in status within 60 days of the event causing the change. Otherwise, all elections for a cash option shall be in effect, for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.

14. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

**K. WORKERS COMPENSATION.**

l. Whenever an employee is absent from his post of duty as a result of a personal injury caused by

an accident arising out of and in the course of his employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided herein. Salary or wage payments provided shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workers Compensation, of the New Jersey Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this Section shall be reduced by the amount of any workers compensation award made for temporary disability. (N.J.S.A. 18A:30-2.1).

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

## ARTICLE IV

### VACATION

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- A. Full-time twelve (12) month employees shall be entitled to the following annual vacation with pay:
1. Up to one year of service, ten (10) working days to be credited pro-rata for each month of service.
  2. After one year of service, up to and including eight years of service, ten (10) working days.
  3. Upon completion of nine years of service-up to and including fifteen years of service, fifteen (15) working days.
  4. Upon completion of sixteen years of service and thereafter, twenty (20) working days.
  5. Upon completion of twenty years of service and thereafter, twenty (23) working days.
- B. Vacation days shall be earned on a fiscal year basis, July 1st to June 30th of each year.
- C. Employees shall be paid vacation pay before the start of a vacation of at least ten (10) working days.
- D. Employees shall be permitted to take their vacation to which they are eligible, any time during the ensuing twelve (12) month period after it is earned. Custodial/warehousemen/couriers and grounds keepers may take their vacations in daily or weekly allotments (provided said employees may not take more than two consecutive weeks) and firemen and engineers may take their vacations in no more than three week allotments. All of the above is subject to the manpower requirements of the school district and the prior approval of the Supervisor of Buildings and Grounds. Such approval shall not unreasonably be withheld. On July 1st of a given school year, an employee with the approval of the School Business Administrator may bank up to five (5) vacation days that must be utilized no later than the next succeeding school year.
- E. Written requests for vacation to be taken during July and August shall be submitted to the

Supervisor of Buildings and Grounds not later than June 1 and he shall respond within two weeks.

Requests for vacations during any other time of year shall be submitted at least five work days in advance and said Superintendent shall respond within two work days. Once vacation schedules have been approved by the said Superintendent, he may not change the vacation schedule except in the case of an emergency need of the school or the district.

- F. When an observed holiday falls during an employee's scheduled vacation, the employee shall receive an additional day off with pay.
- G. If an employee is unable to take his vacation as scheduled, due to illness or disability, and such illness or disability occurs prior to the employee's scheduled vacation, the employee's vacation will be re-scheduled.
- H. Should an employee become ill or disabled during the course of this scheduled vacation, such portion of his vacation shall be deemed to be sick time, provided he has accumulated sick leave equal to or in excess of such time, and the remainder of his vacation shall be re-scheduled provided:
  - 1. The employee notifies the Board immediately of his illness or disability, and
  - 2. The illness or disability is verified by a competent doctor's certificate.
- I. Part-time employee shall not be eligible for vacation.



## ARTICLE V

### HOLIDAYS

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- A. The following shall be paid holidays for all employees covered by this agreement except for those employees on continuous operations (as defined in this Agreement) and further provided that on the days enumerated schools are closed: New Years Day, Martin Luther King Day, Presidents Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving Day, Day after-Thanksgiving, Christmas Eve Day, Christmas Day and New Years Eve Day and Election Day for Presidential Election if school is closed.
- B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday and holidays that fall on a Sunday shall be celebrated on the following Monday, provided that the Friday or Monday is a nationally observed holiday and further provided that the schools are closed.
- C. Employees shall receive any holiday which is declared by the President of the United States or the Governor of the State of New Jersey provided that the schools are closed.
- D. If a holiday falls on an employees regularly scheduled day off, the employee shall receive another day off in place of the holiday to be taken between June 1st and August 31st.
- E. This Article shall not apply to part-time employees.

## ARTICLE VI

### LEAVES OF ABSENCE

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#### A. SICK LEAVE.

1. Employees shall be entitled to twelve (12) sick leave days with pay each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. This accumulated leave shall be available for use as sick leave in subsequent years.
2. Sick leave is defined to mean the absence from an employee's post of duty because of personal disability due to illness or injury or because the employee has been excluded from school by the School District Medical Authorities on account of a contagious disease or being quarantined for such a disease in employee's immediate household.
3. A physician's certificate shall be required for any absence due to illness lasting three days or more and for any illness of any duration after an employee has exhausted twelve sick days in the current school year. When a physician's certificate is not required, the employee shall sign a statement that the absence was due to illness. Part-time employees steadily employed by the Board shall be entitled to 10 sick days per year pro-rated as required by law (N.J.S.A. 18A:30-2.1).

#### B. MILITARY LEAVE.

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

the service of the Employer shall be granted a leave of absence for the period of military service without pay.

**C. BEREAVEMENT LEAVE.**

Absence without salary deduction shall be allowed in the amount of up to five (5) days due to death in the family. The five (5) days shall be taken consecutively whenever possible unless documented special circumstances exist requiring otherwise and approved by the Immediate Supervisor. Family is defined as parent, child, spouse or any person residing in the employee's household. Absence without salary deduction shall be allowed in the amount of one (1) day due to the death of: brother, sister, niece, nephew, aunt, uncle, mother-in-law, father-in-law, grandparent and grandchild.

**D. TEMPORARY LEAVE.**

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

religious holidays. Except in the case of an extreme emergency, such days may not be taken on the day immediately before or after a school holiday. Any such days not utilized in a school year shall accumulate as sick leave as of July 1st of the succeeding school year.

**E. OTHER LEAVES OF ABSENCE**

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

**F. JURY DUTY**

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

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

**ARTICLE VII  
SENIORITY**

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**A. CALCULATION.**

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

**B. JOB POSTING.**

1. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) consecutive work days. Permanent employees may bid on such job openings. However, probationary employees are ineligible to bid on permanent job openings.
2. In filling permanent promotional job vacancies within the bargaining unit the Board will first attempt to fill such vacancies by promoting an employee from the next lower rated job title who had bid for the opening and who has, in the Board's sole discretion, the requisite qualifications and ability to perform the work. Where, in the Board's sole discretion, two or more employees possess equal qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit who had bid for the job will be given preference.

It is recognized that seniority is only one criteria to be considered by the Board. The Board retains all authority and discretion allowed by law with respect to reductions in force, recall from layoffs, transfers and promotions of employees.

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

ARTICLE VIII

WORK SCHEDULES

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A. The work week shall consist of five (5) consecutive days, Monday through Friday, except for those employees who are on continuous operations as defined herein. The work day for employees shall be as follows:

Custodians - 5:55 A.M. to 2:25 P.M. or  
7:30 A.M. to 4:00 P.M. or  
9:00 A.M. to 5:30 P.M.

Grounds keepers - 5:55 A.M. to 2:25 P.M.

Warehousemen - 6:30 A.M. to 3:00 P.M.

Engineers and Firemen - 7:00 A.M. to 3:00 P.M. or 3:00 P.M. to 11:00 P.M.  
or 11:00 P.M. to 7:00 A.M.

The work schedule for part-time employees shall be as fixed by the School Business Administrator or Supervisor of Buildings and Grounds.

The School Business Administrator or Supervisor of Buildings and Grounds shall make shift assignments and schedules as it deems appropriate to meet the needs of the School District in inverse order of seniority and the ability, in the opinion of the employer, to perform the assignment.

B. Employees shall receive one fifteen (15) minute break with pay per shift, the time of the break to be determined by the Supervisor of Buildings and Grounds.

C. 1. Custodians, grounds keepers and warehousemen shall receive a thirty-five (35) minute unpaid lunch break.

2. Firemen at the Pennsauken Campus shall receive a thirty five (35) minute paid lunch break.

3. Engineers and firemen at the Gloucester Township Campus shall receive a thirty-five (35) minute paid lunch break.

D. If the Governor declares a State of Emergency due to weather conditions, only the employees on continuous operations shall report for work, all other employees covered by this Agreement shall be off with pay. In the event a continuous operator is late due to incimate weather, the employee will not be docked in pay.

E. In the event snow is expected of 8" or more, the Board agrees to have two Engineers present for safety of the school and they will not be relieved until the Chief Engineer of the Boiler Room deems it safe for them to leave.

## ARTICLE IX

### GRIEVANCE PROCEDURE

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#### A. DEFINITION.

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

#### B. PROCEDURE.

Step 1 The aggrieved or the Union shall institute action under the provisions hereof within fourteen (14) calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the difference orally between the aggrieved employee and the Supervisor of Buildings and Grounds. Failure to act by the employee or the Union within said ten (10) working days after filing the grievance shall be deemed to constitute an abandonment of the grievance.

Step 2 If no agreement can be reached orally within five (5) working days of the initial discussion with the Supervisor of Buildings and Grounds, the Union, only, on behalf of an employee or group of employees, may present the grievance in writing within ten (10) working days thereafter to the School Business Administrator. The School Business Administrator shall answer the grievance in writing within ten (10) working days of receipt of the grievance.



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

C. MISCELLANEOUS.

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of 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. Time limits may be extended by the mutual consent of the parties.
2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
3. Steps 1 and 2 of the grievance procedure shall be scheduled during work hours and the employee shall suffer no loss in pay. Step 3 of the grievance procedure shall be scheduled during non-work hours and no employee or employees shall receive any pay for participation in same.
4. The Bargaining Unit Chapter Person, or his designee, shall be permitted to investigate grievances and confer with management concerning grievances with the permission of the School Business Administrator, which permission shall not unreasonably be withheld.
5. The parties recognize that a cooperative approach between employees and supervisors is

essential to the solution of problems affecting them. Accordingly, the parties agree to create a Labor-Management Committee, which shall consist of three members from the association and three members from management. The committee shall meet periodically, but not less than once every four months, for the purpose of discussing issues which relate to the membership. The Labor-Management Committee shall have no authority to add to, detract from or change the terms of this Agreement.

## ARTICLE X

### DISCIPLINE

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#### A. DISCRIMINATION.

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

#### B. WORK RULES.

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

1. Ten (10) working days prior to the posting of any rules of work and conduct for employees established by the Board pursuant to Section B above, the Board agrees to notify the Union of said rules for its review.
2. Any and all rules of work and conduct for employees will be posted by the Board three (3) working days prior to implementation.

#### C. PROCEDURE.

1. There shall be no form of discipline or reprimand in such a way that causes embarrassment to the Employee involved.
2. Other than an oral reprimand, the Employee and the Local Union shall be furnished with a written copy of any disciplinary action to be taken, with reasons therefore. Upon receipt of such a written copy that indicates that the disciplinary action to be taken is suspension or termination, a meeting shall be held by the School Business Administrator before any final action is taken. Any other type of disciplinary action (such as a letter of reprimand) may be appealed to the School Business Administrator.
3. An employee who has a reasonable suspicion to believe that he is to be suspended, discharged

or disciplined may request Union representation.

4. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or conditions of employment as the result of the exercise of his rights under this Agreement.

**D. PROBATIONARY EMPLOYEES.**

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

**E. EFFECTIVE LAWS.**

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

**F. MANAGEMENT RIGHTS.**

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

**G. FORM OF CONTRACT.**

Individual employment contracts shall be in the form as attached hereto and made a part hereof as Schedule A.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

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#### A. REPRODUCTION OF AGREEMENT.

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

#### B. BULLETIN BOARDS.

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

#### C. SAFETY AND HEALTH.

1. The Union shall designate two of its members to sit on the Board's existing Safety Committee.  
  
The Union shall give due notice of the names of the members so designated to the School Business Administrator and those members so designated shall receive due notice of meetings of said Safety Committee as they may occur from time to time. Attendance at meetings of said Safety Committee by the designated members shall be without loss of pay.
2. The Board shall abide by the rules promulgated pursuant to the Authority of the Operating Engineers and Firemen Licensing Act N.J.S.A. 34:7-1 et seq. and the Boiler Pressure Vessel and the Refrigeration Act, N.J.S.A. 34:7-14 et seq.

3. The Board shall comply with the standards promulgated pursuant to the New Jersey Public Employee Occupational Safety and Health Act, N.J.S.A. 34:6A-25 et sea.

**D. UNIFORMS AND TOOLS.**

1. The Board shall furnish each employee upon the completion of the probationary period five (5) uniforms consisting of shirts and pants to be-maintained and laundered by the employee. Uniforms will be ordered by July 1 of each year.
2. Replacement uniforms shall be made available to employees upon requisition by employees and return of clean, used uniforms recognized by the Supervisor of Buildings and Grounds as unfit for further use. Employees shall sign for all uniforms, tools and keys and shall be responsible for the same and for any other property of the school district. Upon termination of employment with the district for any reason, all tools, uniforms, keys and equipment shall be returned in good condition, reasonable wear and tear excepted, or the cost of the same may be withheld from the employee's pay. Employees shall not be held financially responsible for loss or theft of tools or keys due to circumstances beyond their control.
3. The wearing of the uniform shall be limited to the Board's premises during the course of an employee's tour of duty, or in travel to and from his home to the Board's premises. During periods when school is closed, employees shall be allowed to perform their duties in T/shirts, which is not their regular uniform shirt. Five T/shirts shall be supplied by the Board per year.

**E. PROVISION FOR LUNCH.**

The Board shall not provide employees with free lunch; however, employees may purchase such lunches as they desire from the Board's food services facilities.



**EMPLOYMENT CONTRACT**

It is agreed between the Board of Education of the Technical School in the County of Camden, New Jersey, party of the first part and \_\_\_\_\_ party of the second part, that said Board of Education does hereby engage and employ the said party of the second part to serve as \_\_\_\_\_ in the Camden County Technical Schools, under the control of said Board of Education from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ to the 30th day of June 20\_\_\_\_ at a salary of \$\_\_\_\_\_ (prorated) payable in 24 equal semi-monthly installments, and that said party of the second part shall begin work on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

It is agreed by the parties hereto that this contract may be terminated by either party, at any time, by giving to the other party two weeks written notice of intention to terminate the same. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**BOARD OF EDUCATION OF THE TECHNICAL  
SCHOOL IN THE COUNTY OF CAMDEN, NEW  
JERSEY**

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Employee



**Mr. Andrew McKenna, President  
AFSCME, AFL-CIO  
District Council No. 71  
343 Berlin Cross Keys Road  
Sicklerville, NJ 08081**

**Re: Early School Closing for Emergency Purposes:**

**The Board of Education's position concerning the closing of the Camden County Technical Schools for emergency purposes (such as for weather, bomb scares, infrastructure failures and similar problems) shall be as follows provided, however, this shall not apply to employee regular work hours pursuant to the terms of a negotiated unit or individual labor contract.**

**In the event an emergency as defined above occurs, the following procedures shall apply:**

**(1) The superintendent\* shall notify the division heads by the most expedient means to make the appropriate contacts to return the buses to the school or schools. the division head shall then oversee the proper delegation of students to their classrooms, bus assembly areas, or such other areas that shall give the administration control over such students until they are able to enter their buses and be transported away from the school campus.**

**(2) During the course of the students leaving the campus, the division head shall not release any employees that have supervision of students; but may, in the division head's sole discretion, release those employees that may not be so involved. Personnel who are present (when an emergency situation arises) on a campus other than the one to which their supervising division head is assigned shall accept direction, including assignments and permission for release, from the division head (or his/her designee) of the campus on which they are present during the emergency.**

**(3) Once all students have exited a division head's assigned school campus, the division head shall release all remaining employees and shall report such state of affairs to the superintendent who shall then release such division head to leave as well.**

The above shall be subject to further discussion at the request of either party at any time. Will you please sign the copy of this letter thereby indicating your agreement with the above.

Very truly yours,

THE BOARD OF EDUCATION OF THE  
CAMDEN COUNTY TECHNICAL SCHOOLS

By: \_\_\_\_\_  
N. John Amato, President

The Association agrees with the above.

By: \_\_\_\_\_  
Andrew McKenna, President

\*The word "superintendent" shall include his/her designee.

**Mr. Ken Morrell, President  
AFSCME, AFL-CIO  
District Council No. 71  
343 Berlin Cross Keys Road  
Sicklerville, NJ 08081**

**Re: 2007-2010 Agreement Between the Board of Education of the Camden County  
Technical Schools and AFSCME, AFL-CIO District Council No. 71**

**Dear Mr. Morrell:**

**As a result of the negotiations for the captioned Agreement, this side letter  
represents a further understanding an agreement between the parties:**

**If the Board of Education agrees in the future to an "opt out" provision  
regarding medical benefits with another bargaining unit, said provision  
will apply to the agreement with AFSCME also.**

**Please sign this letter thereby indicating your agreement with the above.**

**Sincerely,**

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

**By: \_\_\_\_\_  
Louis Bezich, President**

**AFSCME, Council No. 71 agrees with the above.**

**By: \_\_\_\_\_  
Ken Morrell, President**