

AGREEMENT
BETWEEN
THE CAMDEN CITY SCHOOL DISTRICT
AND
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO (LOCAL 1040)
CUSTODIAL AND MAINTENANCE EMPLOYEES

EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2024

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PREAMBLE

THIS AGREEMENT is entered into this _____ day of _____ 2023, by and between the Camden City School District of the City of Camden, New Jersey, hereinafter called the “District” and Communications Workers of America, AFL-CIO, hereinafter called the “Union.” The duration of this Agreement will be as provided in Article 27.

ARTICLE 1

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 City School District hereby recognizes the Communications 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 Camden City School District, excluding all managerial executives, professional employees, police and supervisors within the meaning of the Act, and all others.

ARTICLE 2

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 no later than November 1st of the calendar year preceding the calendar year in which this agreement expires.

B. Upon written reasonable request by the international representative of CWA, the District agrees to make known to the representative when and where the Union may obtain documents that the District 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 3

GRIEVANCE PROCEDURE

A. Definition

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

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District 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 or her immediate supervisor, in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within ten (10) working days, the Union shall submit a grievance in writing to the Senior Director of Facilities. Failure to submit a grievance within the specified time period

shall result in the automatic dismissal of the grievance. The grievance form shall be mutually agreed upon and shall be set forth herein as Exhibit C. The Senior Director of Facilities, or his/her designee, shall meet with the Branch President within five (5) work days after the filing of the grievance. If not resolved, the Senior Director of Facilities shall issue his/her written decision within five (5) work days from the meeting.

4. The Employee or the Union, no later than five (5) working days after receipt of the Senior Director of Facilities, may appeal to the BA. The appeal to the Business Administrator's ("BA") must be made in writing, on the agreed upon form, indicating the area(s) of dispute with the prior determination. The BA has the discretion to meet with the Union President to discuss resolution of the grievance. Regardless of any discussion, the BA shall render a decision on the grievance in writing within thirty (30) work days from receipt of the written grievance unless a longer limit is mutually agreed upon by the District and Union.

5. If the grievance is not resolved to the grievant's or Union's satisfaction, he/she, no later than five (5) working days after receipt of the BA's decision, may request a review by the State Superintendent or their designee. The request shall be submitted in writing. The State Superintendent, or designee, shall review the grievance and render a decision, in writing and forward copies to the grievant and the Union within forty-five (45) calendar days from receipt of the grievance. The State Superintendent shall not be required to give reasons for its decision.

5. (a) The parties agree to utilize the following panel of arbitrators, on a rotational basis. The arbitrators include Peter Calderone, Joseph Licata, Gayl Mazuco and Elizabeth McGoldrick. The Union will make a request to arbitrate within thirty (30) calendar days after receipt of the State Superintendent's decision. If no demand for arbitration is made within

thirty (30) calendar days from the State Superintendent's decision, the Union and the grievant(s) shall be considered to have waived any rights to appeal the State Superintendent's decision.

(b) The arbitrator shall limit himself/herself to the issue submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the District. The recommendations of the arbitrator shall be binding on the parties. Only the District and the aggrieved and his/her 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 states of the grievance procedure by himself/herself or, at his/her 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 State Superintendent 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 District and the Union shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting her/her appeal with respect to his/her 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 (2) parties and such costs will be shared equally.

ARTICLE 4

EMPLOYEE RIGHTS

A. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the District, 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 District or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she 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/her and represent him/her during such meeting or interview. The Union shall receive a copy of this notice. Except for an appearance before the Board or any committee thereof, all such meetings involving adverse actions shall be held during or contiguous to the employee's regular working hours. There shall be no overtime paid for time spent, by an employee, after regular working hours, in these meetings.

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

D. The District will notify the Union within five (5) working days after notice to the employee of any disciplinary action involving bargaining unit employees.

E. Employees shall receive a copy of their evaluation.

F. Each employee may review and sign the contents of his/her personnel file during work hours. The employee's supervisor must approve the time an employee requests if it is during work hours. Employees are entitled to a copy of any documents in their personnel file, upon request.

G. The District shall maintain one official personnel file with the Division of Talent and Labor Relations (DTLR) for each employee.

H. If there is any material in the personnel file, which the employee believes to be derogatory, the employee may submit a written response to such material within thirty (30) days of when the employee knows or should have known that the derogatory material was in his/her personnel file. The employee's response shall be provided to the drafter of the objectionable material and shall be copied to the employee's DTLR file.

ARTICLE 5

UNION RIGHTS AND PRIVILEGES

A. Representatives of the Union may be permitted to transact official Union business on District utilized property at reasonable times provided that permission has been granted by the Senior Director of Facilities in writing with notice to the building Principal in writing.

B. The Union and its representatives may have the right to use District utilized school buildings at reasonable hours for meetings provided prior permission has been granted in writing, in accordance with the building use process in place within the District.

C. The Union shall have the exclusive use of a bulletin board in the warehouse and custodial offices in all District operated facilities. Copies of all materials to be posted on such bulletin boards shall be given to the building principal (only for District utilized facilities) and the Senior Director of Facilities.

D. The Union may use school mailboxes in District utilized facilities in a reasonable manner with the prior permission of the building principal.

ARTICLE 6

SICK LEAVE

A. All employees who are steadily employed by the District 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. Employees who retire prior to the end of the year, shall have their sick days for that year pro-rated, meaning they are only entitled to any days earned for the current year as of the date they stop working. Any days paid, but not yet accrued, shall be deducted from the employee's final paycheck.

B. 1. Short Term Illness Five Days or Less:

Any employee who is ill and cannot report to his/her assigned duties shall report the absence before the start of the regular workday utilizing the District procedure. More specifically, the employee must contact their immediate supervisor when calling out sick and submit the sick day in time and attendance. Both must be done to ensure timely coverage is arranged.

2. Requirements after Five Days' absence due to illness of an employee he/she shall:

(a) File a doctor's certificate stating the nature of the illness with the Division of Talent and Labor Relations; and

(b) Submit a written request for leave of absence to the Division of Talent and Labor Relations stating the length of sick leave required.

3. Leave of Absence

Any request for a leave of absence shall be submitted to the Division of Talent and Labor Relations. If the Division of Talent and Labor Relations determines that the request includes the appropriate initial materials, it will ask the State Superintendent for his approval or disapproval. No initial request for leave shall be submitted for more than three (3) months. All requests must be accompanied by all appropriate documentation. If appropriate documentation is missing, the Division of Talent and Labor Relations shall not consider the leave request. Any request for an extension beyond the initial request shall follow the above procedure.

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/her position, an employee shall file another doctor's certificate with the Division of Talent and Labor Relations stating that he/she is able to resume his/her regular duties. The Division of Talent and Labor Relations may require additional medical examination to determine the employee's capacity to perform assigned duties, and require the employee to report to the District's Physician for examination.

The Division of Talent and Labor Relations 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/her assigned duties on that day.

C. Members shall be paid \$60.00 for each unused sick leave day accumulated at the time of retirement not to exceed \$15,000.00. If they provide notice of intent to retire no later than February 1 of the current school year, then the amount paid will be disbursed in July of that year. If notice to retire is provided after February 1st, then disbursement of the funds is not done until

the following July, ie. one school year later (ex. Notice before February 1, 2021 of the 2020-2021 school year is paid in July 2021, but notice after February 1st but during the 2020-2021 school year will be paid out in July of 2022). If a member has a terminal illness, then the district may waive this provision to provide the days earlier than noted in this section. This same procedure will exist prospectively. If a member hired before May 21, 2010 dies, his/her estate shall receive the value of the accumulated sick days.

D. Employees who do not use any sick leave days in a school year shall receive five hundred dollars (\$500.00) Dollars after the conclusion of the year for their perfect attendance bonus.

E. Sick time shall not be accrued for any extended leave of absence, paid or unpaid, over thirty (30) calendar days.

F. Bargaining unit members can make requests to the Division of Talent and Labor Relations to donate their earned sick days to another member of the unit who is absent due to a life threatening illness or catastrophic injury. Such requests will not be unreasonably denied.

ARTICLE 7

TEMPORARY LEAVE OF ABSENCE

A. For the duration of this Agreement, the District 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. Union Leave: The District agrees to allocate not more than twenty-eight (28) working days with pay, in the aggregate, to all CWA Local 1040 unit 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 State Superintendent, one (1) week in advance of the conference or convention, a written request for time off, specifying the date 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. Personal Days: All employees shall be entitled to two (2) non-accumulative personal days without refund, within each school year, provided that a formal request is initiated stating the reasons therefore. Said request shall be approved by the Senior Director of Facilities 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 Senior Director of Facilities. 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. Personal Days may be taken in one-half (1/2) day increments.

D. Bereavement Leave:

1. In case of absence on account of death of husband or wife, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive workdays, which shall commence no later than three (3) days after the date of death. The use of other leave time, e.g. vacations, shall not extend the available funeral leave time under this provision. This provision will also apply in the case of death of a resident member of the immediate household of the employee.

2. In case of absence on account of death of father-in-law, mother-in-law, grandparents, great-grandparents, grandchildren, salary shall be paid for a period of up to three (3) consecutive weekdays, except Saturday, and/or Sunday and/or holidays. The three (3) days shall commence no later than three (3) days after the date of death.

3. One (1) day's absence without loss of pay shall be allowed to attend the funeral of aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs.

4. Employees may be allowed to attend the funeral of a co-worker without loss of pay upon receiving such permission from the Senior Director of Facilities.

E. Miscellaneous Leaves:

1. Employees whose son, daughter, husband or wife is receiving a High School Diploma or 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 Senior Director of Facilities and copied to their immediate supervisor.

2. Any approved military service leave shall be without pay.
3. 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.
4. All requests for leave, including leave for other than business, shall be submitted in writing to the Senior Director of Facilities, who shall approve or disapprove the request. If the request is approved, the Senior Director of Facilities shall then ask the State Superintendent for their approval or disapproval.

ARTICLE 8

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 6 of the Agreement or 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 Division of Talent and Labor Relations (DTLR) in writing within thirty (30) days of the estimated due date.

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 to DTLR.

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 6 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 in accordance with District policy and regulation.

2. An employee shall be permitted to return from maternity leave upon satisfying the certification requirements in accordance with District policy and regulation.

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

C. The District shall comply with the provisions of the Federal and State Family and Medical Leave Acts.

D. The State Superintendent 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 at the discretion of the State Superintendent 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/she was actively employed by the District during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she 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 approval of the Division of Talent and Labor Relations, etc. in accordance with District policy.

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

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

H. Any member taking a leave of absence under this Article, which leave of absence would otherwise qualify as a leave of absence under the Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act (NJFLA), shall be required to take FMLA and/or NJFLA leave in conjunction therewith.

I. None of the language contained within this article shall be intended to eliminate or limit the leave benefits available to the employees under New Jersey Family Leave Insurance (NJFLI), in accordance with District policy and regulation.

ARTICLE 9

INSURANCE PROTECTION

A. The District shall provide medical, prescription, dental and vision insurance with premium contributions to be negotiated, depending on the plan selected by the individual employee. If the plan is one of the “New Jersey Direct” plans (i.e. NJ Direct 10 and NJ Direct 15) then the employee contribution shall be from a minimum level equal to the maximum amount of c.78 P.L. 2011 (as of June 30, 2017). If the individual employee chooses to enroll in the New Jersey Educators Health Plan (NJEHP) or Garden State Health Plan (GSHP) including employees that start with the District after July 1, 2020, their premium contribution will be based upon their salary or similar factors as dictated by the State of New Jersey. The employee’s premium contribution shall be deducted by the District through regular payroll deductions before Federal, State and Local taxes as permitted by law. No one opting out of health insurance shall be required to make this payment. Employees shall be covered under the Health Benefits Program the employee selects or a plan that is equal to or better than the same.

- i. Starting January 1, 2021 and for the duration of this Agreement, employees selecting NJEHP or the GSHP shall pay the health care contributions based on a percentage of salary defined by law, c.44 P.L. 2020.
- ii. No employee’s health care premium contribution shall be less than 1.5 percent of his or her base salary.

B. The co-pay for generic prescription drugs shall be \$10.00 and the co-pay for non-generic prescription drugs shall be \$15.00 for a thirty (30) day supply. The mail order prices shall be \$10.00 for generic prescription drugs and \$15.00 for non-generic prescription drugs for a ninety (90) day supply.

C. For the duration of this Agreement, the District agrees to continue to provide a Dental Insurance Program for individual employees and their families at a level equal to or better

than what existed in the prior agreement. The carrier for the dental program will be selected by the District in its discretion after consultation with the CWA. However, every effort will be made to inform CWA in advance.

D. The District shall provide optical insurance coverage for the employee and his/her immediate family.

E. The District shall have the sole and exclusive right to select the insurance plan(s) and carrier(s) to provide the coverage for the unit.

F. Employees eligible for coverage who provide certification that coverage is provided by a spouse's policy in accordance with P.L. 2011 c. 78 (as of June 30, 2017) may decline coverage and will be reimbursed 25% of the District's premium or \$5,000 whichever is the lesser, if the employee is eligible for said reimbursement. Employees shall affirmatively elect for waiver, in writing. The reimbursement amount shall be at a rate for the current level of coverage at the time of the request for payment. This may be elected at open enrollment annually and during the plan year an employee can only get the benefit again with a documented major life event as defined in accordance with the applicable regulations. Payment will be provided at the end of the policy term. If the status of the employee changes, he/she may return to the coverage provided for in this Article. The District shall maintain a Section 125 Plan.

ARTICLE 10

DISTRICT RIGHTS

A. The District, 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 11

DUES DEDUCTION

A. The District agrees to deduct the dues for the Union in accordance with the provisions of the applicable statutes and appropriate rules and regulations, upon proper notification by the Union to the Secretary of the Board.

B. The Union agrees to save the District 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. The District agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the District, during each calendar month, the amount of monthly Union dues. Dues shall be two (2) hours pay per month or such other amount as may be certified to the District by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the District to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Suite 230, Washington, D.C. 20001-2797, by the tenth (10th) of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.

D.

D. On or about the last day of each month, after November 1st, the District 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 date of employment for all such employees.

E. When an employee is granted a leave of absence, without pay, authorization for deduction of dues shall be suspended automatically. Such suspended authorization shall be resumed automatically when the employee returns to work.

F. The District further agrees to deduct, upon receipt of a duly executed authorization, Communications Workers of America Political Action Fund (PAF) contributions and remit to the Union.

G. The employer will make every effort to immediately cease deduction of Union dues when a worker transfers out of the bargaining unit to a unit that is not represented by the Union.

H. Withdrawals of membership authorizations for the deduction of dues shall be in accordance with applicable statutes, court decisions and terms of the agreement set forth between CWA and the bargaining unit member on the membership/dues authorization card, or equivalent document.

I. If a claim is filed by a member or former member of the bargaining unit for a return of dues deducted from a member's paycheck pursuant to this Article, the Union will be solely responsible for the return of such dues, provided the District transmitted the dues to the Union, or a court determines that the Union or the District is obligated to return the dues.

J. Once dues are transmitted to the Union, their disposition shall be the sole exclusive responsibility of the Union. The Secretary Treasurer of the Union shall certify to the District the

amount dues and shall notify the District of any changes in the dues structure forty-five (45) days in advance of the requested change of such charge.

ARTICLE 12

SENIORITY

A. “Seniority” for the purpose of this Article shall be based upon an employee’s continuous length of service with the Camden City School District.

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 services with the District, including time served in a temporary status prior to formal appointment by the District. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the District, 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 Business Administrator/Board Secretary shall notify the Union of any employee whose first ninety (90) days of employment has been extended at the discretion of the District/State Superintendent. All conditions of employment as outlined in Section B shall be enforced.

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

E. Upon request of the Union President, the District shall provide a seniority list by the end of December and the end of June.

ARTICLE 13

VACATIONS

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

1 to 12 months	½ day for each month of service
1 year and 1 day to 5 years	10 working days per year
5 years and 1 day to 10 years	15 working days per year
10 years and 1 day or more	20 working days per year

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

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

D. No vacation time shall be taken the last two (2) weeks of August, the first two (2) weeks of September as well as during the last two full weeks before school closes in June unless altered by the State Superintendent when approving the school calendar. All vacation requests are subject to approval. All employees must request vacation leave in writing not less than twenty-one (21) calendar days in advance by either email or letter to their Supervisor, the Senior Director

of Facilities as well as the Division of Talent and Labor Relations (DTLR), preferably using the time and attendance system. If an employee has used all of his/her sick leave and is sick, he/she may use a vacation day without the twenty-one (21) day notice requirement.

E. Custodial personnel must submit their vacation requests to the Senior Director of Facilities for approval (Night Watchmen follow the same procedure, but submit and deal with the Senior Director of Safety & Security). The Senior Director of Facilities shall confer with the building Principal regarding the vacation request for custodial personnel only. The Senior Director of Facilities shall provide a written response to the request for vacation within ten (10) calendar days from receipt of the written request.

F. Maintenance personnel must submit their vacation requests to the Senior Director of Facilities for approval. The Senior Director of Facilities shall provide a written response to the request for vacation within ten (10) calendar days from receipt of the written request.

G. Where appropriate, seniority shall be considered in the establishment of their vacation schedule, so that all work groups may function. Where there is a conflict in the selection of vacation periods, the senior employee shall have preference.

H. A vacation day is defined as a regularly scheduled workday. If a holiday falls within an approved vacation period, the employee does not need to use a vacation day.

I. Upon the death of an employee, payment for all unused vacation days shall be made to his/her estate.

J. Vacation time shall not be accrued for any extended leave of absence, paid or unpaid, over thirty (30) calendar days.

K. If an employee's approved vacation is canceled by Administration, the employee shall be allowed to carry over up to five (5) days of paid vacation, only if he/she

is prohibited from taking vacation days by the end of that vacation year. To the extent that the time canceled exceeds five (5) days, Section L below may be used.

L. Up to five (5) vacation days may be carried over for use in the next year. Notification to exercise this option must be made in writing to the Senior Director of Facilities and the Division of Talent and Labor Relations (DTLR) no later than June 30th or the days are forfeited. No carry over days shall be compensated at the time of separation via resignation, non-renewal or termination.

ARTICLE 14

HOLIDAYS

A. Employees shall be paid for fifteen (15) holidays. They are:

1. Independence Day
2. Labor Day
3. General Election Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Eve
7. Christmas
8. New Year's Day
9. Three Kings' Day
10. Martin Luther King Day
11. Presidents' Day
12. Good Friday
13. Easter Monday
14. Memorial Day
15. Juneteenth

B. If one of the named holidays in Section A is a Saturday, the immediately preceding Friday shall be given as a paid holiday. If one of the named holidays in Section A is a Sunday, the immediately following Monday shall be given as a paid holiday. If Christmas Eve is a Friday and Christmas a Saturday, employees shall be given the day before Christmas Eve (Thursday) as a holiday. If Christmas Eve is a Sunday and Christmas is a Monday, employees shall be given the Tuesday after Christmas as a holiday. Absent a "District Holiday," on the official District Calendar, the unit is expected to work their respective contracted day. Any other alteration to the work day shall only be at the Direction of the Business Administrator or their designee.

C. If the District is open during Columbus Day and/or Veterans' Day, then a replacement holiday shall be selected by the State Superintendent and the Union President, but will not be used between September 1st and October 31st of any school year.

D. Any veteran who has previously provided a valid DD-214 form, who wants to observe Veterans' Day, may use a vacation day within the parameters of such usage. Otherwise, a personal day may be used, but not a sick day.

E. Custodians assigned to open their buildings on General or Primary Election Days shall be compensated by the District.

F. For the "Night Watchman" position only, if their shift is something other than Monday to Friday and due to their work schedule they actually work either the day of the actual holiday or the day the District observes the holiday (but not both), then the individual will be awarded an additional personal day to be used at another time.

G. Any member of the unit who works on a holiday shall be compensated at double time for the actual hours worked. However, in no event shall they receive funds for a holiday exceeding double time for the day. This provision does not apply to night watchmen who are paid their regular rate if the holiday is their regular work day, subject to paragraph F above.

ARTICLE 15

HOURS OF WORK

A. For the duration of this Agreement, the District 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. Each employee who is working at a District utilized facility shall work an eight and a half (8 ½) hour shift that include a lunch break of a half hour (½) during any twenty four hour time frame as noted by the District for Night Watchmen only. Otherwise the window of work shall be as follows:

6:00 a.m. – 11:30 p.m.	Maintenance
5:00 a.m. – 12:00 a.m.	Custodian
7:00 a.m. – 8:30 p.m.	Facilities Warehouse

Employees' individual assignment to the above schedule shall be determined by the Senior Director of Facilities and the Chief Operating Officer or their designee. Any change in an employee's schedule hours of work must be approved, in writing, by the Senior Director of Facilities or Chief Operating Officer or their designee. Notice of schedule changes shall be provided to the employee, in writing, at least five (5) work days in advance, except for emergencies. A change in work schedule shall last, at a minimum, until the job is completed.

C. Maintenance employees shall receive a one-half (1/2) hour unpaid lunch period upon completion of their first four (4) hours of work. Custodial employees working a regular workday shall receive a one-half (1/2) hour unpaid lunch period upon completion of their first 3.5 to 5 hours of work. All employees shall continue to be required to clock out and in at lunch breaks.

D. All employees shall use the District-prescribed method to record their workday.

E. Any employee who reports late for his/her assigned work shift or clocks out before the end of the work day shall be docked for any time not worked up to a 40-hour work week. 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 District.

F. Maintenance employees shall be entitled to a fifteen (15) minute break not before completing at least the first two (2) hours of any shift. Custodians shall be entitled to a fifteen (15) minute break in the morning at an appropriate time scheduled by the Building Principal or their designee in a District facility.

G. All unit members independent of assignment are considered essential employees during inclement weather. The District will solicit a list of volunteers at the beginning of the fiscal year to be used during inclement weather. This list shall be used when the inclement weather does not warrant requiring all unit members to work. Despite the volunteer list, any employee who is called in or asked to remain by the Senior Director of Facilities and/or designee to perform work when the School District is officially closed or has a delayed opening because of inclement weather is considered an essential employee and, shall be compensated twice the employee's base hourly rate (e.g. one hour of inclement weather work = 2 hours pay. This is double time, but never more than that for any hours worked under this section.). This rate shall not change, even if the inclement weather work is on a weekend and/or holiday. Employees are required to report in if called back or asked to remain. Where appropriate the District will provide instructions in anticipation of inclement weather before the end of the work day. If there are changes to these instructions, the District will leave the new instructions on the District provided messaging service or a related communication method as determined by the District. Employees will call the District provided messaging service two hours prior to the initial report time to check for changes to instructions. If

there are changes to the previous instructions, employees will follow those changes. If an employee does not come to work as directed, s/he will be charged a sick day, but if the individual does not have more sick time, s/he will be docked a day of pay.

H. On early dismissal days for students, the employees of this unit shall follow their regularly scheduled work day and shall not leave early, except if expressly directed otherwise by the State Superintendent or his/her designee.

I. Military Service

All current employees who have three (3) years military service and have received an honorable discharge shall; upon providing the District with adequate documentation of honorable discharge, i.e. Form DD 214; receive a one (1) time increase of one (1) step on the employee's salary guide. An employee shall not be eligible for such increase until proper documentation is provided to the satisfaction of the District. All employees hired after March 1, 2009 must provide such documentation within sixty (60) calendar days of their date of hire to be eligible for the increase.

ARTICLE 16

WAGES

A. Salaries for the various job titles shall be established and paid in accordance with the salary guides attached hereto. Salary guides shall be mutually developed and agreed upon prior to implementation. The District and the Union agree to combine and/or consolidate guides covering similar positions. The cost of any guide consolidation and implementation for wage adjustments shall be paid for out of the wage settlement for the appropriate year.

2020-2021 no movement, but 3.1% added to each, except max step; \$600.00 at max

2021-2022 no movement, but 3.0% added to each, except max step; \$600.00 at max

2022-2023 no movement, but 3.5% added to each, except max step; \$600.00 at max

2023-2024 no movement, but 2.5% added to each, except max step; \$600.00 at max

It is agreed by the parties that any active CWA member at the time of execution of the MOU by both parties or anyone who has retired from work with CCSD who would otherwise receive the above increases will receive the same, but no one else. So for example, if the MOU is signed by both parties as of December 23, 2022, in order to receive retro payment the individual would have to be an active employee in the District as of December 23, 2022 or retired as of that date to receive retro payment.

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 and all maintenance employees except the night watchman shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour for scheduled hours of work between 3:00 p.m. and 11:30 p.m.

D. The District agrees to pay time and one-half of the regular rate for all time worked as overtime that has been scheduled by the Senior Director of Facilities. 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.

All time worked in excess of forty (40) hours will be paid for one and one-half the hourly rate of the employee. All time worked on holidays will be paid at the rate of double time the hourly rate of the employee. This payment will not be in addition to any straight time paid for any reason to a given employee (e.g. Holiday pay).

If a Custodian is assigned to perform his/her 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 Sundays and one and one-half the hourly rate for Holidays. All overtime shall be paid on or about the 22nd of each month.

E. The checking of all District facilities by custodial personnel on weekends and holidays shall be two (2) hours, between the hours of 7:00 a.m. and 9:00 a.m., except on holidays that require the flag to be raised. Persons conducting checks may get written approval to change the time from the Senior Director of Facilities or their designee.

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

F. Any member who is assigned to work in a position in an "acting" capacity to a higher ranking position for a single day shall receive the amount as listed in paragraphs 1 through 3 below for the first five consecutive days. However, on the sixth (6) consecutive day the member shall receive by formal action of the District and be compensated during the term of such assignment at the rate of pay provided for the higher ranking position, assuming the individual possesses all required certifications, licenses and/or level of expertise for that position. The appropriate pay level will be determined by applying the first step of the appropriate guide in this agreement or in any other applicable agreement. In the event that the member's regular pay including the stipend enumerated in paragraphs 1 through 3 is greater than the pay level indicated in the appropriate guide then the member shall continue to receive the stipend instead.

1. Effective January 1, 2022, when a C Custodian is acting as a Mechanic, he/she shall receive fifteen dollars (\$15.00) per day in addition to his/her regular pay.

2. Effective January 1, 2022, when a "C" Custodian with a Black Seal License is acting as a Head Custodian, he/she shall receive fifteen dollars (\$15.00) per day, in addition to his/her regular pay.

3.

a. A member can be placed in an "acting" position at the discretion of the District during any time of absence, disability or disqualification by any employee in a given position.

b. Starting as of the date of the ratification by both sides of this contract going forward, independent of any employees' existing title prior to the ratification: In the event that a position remains vacant beginning with the date of ratification, for more than three years with the same employee holding the position as "acting" within the title, that employee has the

right to petition the District to have the "acting" title removed and hold the position accordingly. Such action shall take place after an official District action. However, the petitioning employee must meet all the requirements of the new position for this change to take effect. In cases where a member has been acting in a position that the District has determined to fill on a permanent basis, that member, if qualified, has the right to file a timely application and be considered for the permanent position with all other qualified applicants.

G. Longevity –

10 years and one (1) day or more	\$ 600.00
20 years and one (1) day or more	\$1,200.00
22 years and one (1) day or more	\$1,500.00

Longevity shall be provided for anyone hired as of the date of execution of this CBA, but no one hired after that date will be eligible for the same going forward. Longevity pay shall not be added or considered part of base salary. Longevity pay shall be paid at the completion of the school year in a lump sum amount.

Longevity shall not be added to an employee's base salary for pension purposes. In order to be eligible to receive longevity, service must be continuous and unbroken, and in a position represented by this bargaining unit.

H. Any employee required to report and work at a time other than his/her regular shift time is guaranteed a minimum of two (2) hours at a rate of one and a half (1 ½) times his/her regular rate.

ARTICLE 17

REDUCTION IN FORCE

A. If a reduction in force is being considered, the District shall notify and consult with the Union as soon as practicable, but not less than sixty (60) calendar days before the layoff is to take place.

B. The following requirements for a reduction in force affect all non-certificated employees in the bargaining unit:

1. When a reduction in force is necessary, there shall be no dismissal by reason of residence, age, sex, race, religion or political affiliation.

2. Reduction in force must be on the basis of seniority by title. The employee or employees having the least number of years in service to the District shall be laid-off first.

3. Employees dismissed due to a reduction in force shall be placed on a preferred list for re-employment when vacancies occur.

4. Employees shall be re-employed in reverse order of layoff.

5. An employee called back into service shall be given full recognition for previous years of service in the District.

6. Seniority shall be based upon an employee's continuous length of service with the District.

7. All non-certificated employees shall be considered as probationary employees for the first ninety (90) days of their employment. Upon completion of the probationary period, their seniority will be dated as of the date of commencement of their employment.

ARTICLE 18

PROMOTIONS

A. All postings for openings in positions covered by this unit shall be sent to each school and the supply and maintenance warehouses thirty (30) calendar days before the deadline for application, unless the Superintendent and Local Union President agree to a shorter period.

B. Employees who desire to apply for such vacancy shall submit their applications in writing to the Division of Talent and Labor Relations (DTLR) within the time limit specified within the notice.

C. When an employee is promoted, he/she shall be placed on the new guide at the salary step closest to the base salary the employee had been receiving, provided he/she is not paid a base salary less than he/she received prior to the promotion.

ARTICLE 19

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 provisions of this Agreement, either party shall do so in writing via email to a designated address and/or to the following addresses:

District

1033 Cambridge Street
Camden, New Jersey 08105
Attention: Business Administrator/
Board Secretary

District email:
RCoxe@camden.k12.nj.us

Union – CWA Local 1040

230 Parkway Avenue
Trenton, New Jersey 08618

Union email:
CWAlocal1040@aol.com

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. After the Agreement has been fully executed, the Union shall be responsible for the cost of printing the Agreement.

D. The District will reclassify all one (1) man schools from Custodial Class C to Custodial Class A, as per District Rules and Regulations and Article 17 (Promotions) of this Agreement.

E. The District agrees to provide custodians with uniforms of a different color than those provided to maintenance employees.

F. Employees shall be provided with three (3) winter and three (3) summer uniforms each year. Employees shall be provided with a lined winter jacket in lieu of uniforms, commencing

the year of July 1, 1995 and every fourth year thereafter. Employees shall be required to wear uniforms when at work.

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

H. Each employee will be credited with an allowance of one hundred twenty-five dollars (\$125.00) on the first pay period of September for the purchase of work boots. These work boots must conform to the specifications and conditions set forth in District policy. Employees shall have until October 15th to obtain and wear the required boots. After October 15th, the failure of any employee to wear the required boots on the job shall subject that employee to disciplinary action.

I. After a determination is made at the Donaldson hearing, to the extent that the union desires to appeal the decision, it may do so via the "CWA Final Review" process as outlined below:

1. Notification of a request by the union for the CWA Final Review process must be made within thirty (30) days of the receipt of the decision from the Donaldson hearing. This process shall be held within forty-five (45) days of the request, unless mutually agreed to by the parties.

2. The CWA Final Review shall be presided over by the State Superintendent or their designee. Advisory Board members may also be present and make collective recommendations as part of this process. This process is not open to the public.

3. The union shall present its position first on behalf of the employee without interruption. Up to three witnesses, including the employee may present. Documents, to

the extent that they exist may be presented to the State Superintendent or their designee, as well as to any Advisory Board members who are present. Attorneys representing the union or employee are not allowed to be present or participate in this process as this is a union and management negotiated process. The union will have a maximum of fifteen to twenty (15-20) minutes to present their position.

4. Once the union finishes providing its position, the District shall present its position without interruption. Up to three witnesses, plus the employee may be utilized. Documents, to the extent that they exist may be presented to the State Superintendent or their designee, as well as to any Advisory Board members who are present. The District will have a maximum of fifteen to twenty (15-20) minutes to present their position.

5. The only individuals who may remain in the room during the District presentation are the union representative who provided their presentation as well as the employee. However, no one on either side may interrupt or otherwise engage with anyone inappropriately during a presentation, absent a specific direction from the presiding individual. Failure to adhere to this section may result in the individual(s) being removed from the room.

6. Once the District completes providing its position, to the extent that the union representative, and only the representative themselves wishes to clarify any specific point raised either from their initial position or in response to the District position, they may do so with a two (2) minute time limit. Once the union representative is done, they and anyone with them shall leave the room. The Senior Director of Facilities, their subordinates, any individual who testified in the matter (who is not regularly required to be in closed session) or anyone in the direct supervisor chain to the employee up to

the Director level, shall leave the room once the union representative concludes and deliberation begins.

7. A final decision from the State Superintendent or their designee shall be provided to the union in writing, only if the State Superintendent or designee does not accept the Advisory Board recommendation in whole or in part, and then only to explain why it was not accepted. The final determination shall be provided to the union within thirty (30) days of the CWA Final Process meeting taking place.

ARTICLE 20

PAYDAY

A. Salary payments to employees covered by this Agreement shall be made twice a month, on the fifteenth and thirtieth days of the month.

ARTICLE 21

ATTENDANCE INCENTIVE

The District and the Union agree to establish a subcommittee to discuss developing attendance incentives.

ARTICLE 22

EMPLOYEE ASSISTANCE PROGRAM

The District agrees to establish and maintain an Employee Assistance Program.

ARTICLE 23

SAFETY & HEALTH ISSUES

The District and the Union agree to establish a committee to discuss safety and health issues and make recommendations to the District's Policy and/or Personnel Committee. The procedures for the Committee shall be established by a subcommittee to the District's and Union's respective team.

ARTICLE 24

TRANSFERS & REASSIGNMENTS

- A. The District shall alert the union via email cwalocal1040@aol.com when vacancies for positions in their unit are posted online.
- B. Employees who desire to transfer to another building may file a written statement of such desire to the Superintendent or his/her designee. Such statement shall include the school or warehouse to which he/she desires to be transferred, in order of preference. Such request for reassignments and transfers for the following year shall be submitted no later than June 30.
- C. Notice of an involuntary transfer or reassignment from position shall be given to an employee and the Union as soon as possible but not less than five (5) working days after District approval.
- D. Except in cases of emergency, an involuntarily transferred employee, at the employee's request, shall have the right to a conference with his/her principal or administrator in charge prior to the effectuation of the transfer.
- E. No transfer, whether voluntary or involuntary, will take place until the District's approval, except in an emergent situation, as determined by the State Superintendent.

ARTICLE 25

EVALUATIONS

- A. All employees shall receive up to three (3) formal evaluations each school year. One (1) of the evaluations shall be completed by October 31st and one (1) of the evaluations shall be completed by February 28th and one (1) of the evaluations shall be completed by June 15th.
 - 1. For custodians, the evaluations shall be completed by the Operations Manager or the Facilities Manager.
 - 2. For maintenance employees, the evaluations shall be completed by the Facilities Manager.
- B. Evaluation reports shall include a narrative summary listing the strengths, commendations, areas recommended for continued growth and specific suggestions for improving areas where a weakness has been identified.
- C. Evaluation reports shall remain in an employee's personnel file as official work performance records.
- D. The employee shall review and sign the evaluation report. The employee's signature indicates receipt of the report and does not indicate agreement or disagreement with the report.
- E. An employee has the right to submit a written rebuttal to an evaluation within ten (10) working days from the review of the report. The rebuttal shall then be treated as part of the evaluation report.

ARTICLE 26

PROFESSIONAL DEVELOPMENT

A. Effective July 1, 2009, the Superintendent and/or the Business Administrator will designate up to fourteen hours of time for in-service to be used for professional development as determined by the District.

B. Additional training may be provided by the District, with input from the Business Administrator and the Director of Facilities.

C. The CWA is encouraged to share its suggestions with the Business Administrator and/or the Director of Facilities on topics its members would like to receive training on during the year.

D. Effective July 1, 2009, there shall be the amount of \$7,500 per year available for tuition reimbursement.

E. Members who wish to apply for tuition reimbursement must submit a written request to Business Administrator and/or Director of Facilities or their designee a minimum of two months prior to the commencement of any course. In order to be eligible for tuition reimbursement, any course must be related to the duties of the member.

F. Approval of courses shall be at the discretion of the Business Administrator or his designee. The decision shall be made no later than three (3) weeks after receipt of the written request for tuition reimbursement. At the time of the approval, funds will be encumbered for this individual. However, no member shall be entitled to be reimbursed in any year of the contract in an amount that exceeds the tuition costs for one (1) class at Rutgers University at the "New Jersey Resident" commuter rate. No amounts shall be encumbered that exceed this amount.

G. Tuition reimbursement shall be contingent upon a member receiving a grade of "C" or better or its numerical equivalent or "PASS" if the pass/fail system is used and the course is completed. The member must submit an official transcript or like document upon completion of the course.

H. Biannually upon request of the CWA, the District will provide a list of CWA members who received tuition reimbursement and the amount that each received.

I. Any member who receives tuition reimbursement under this policy shall remain in the school district for at least three (3) consecutive years after receipt of said monies. If the member leaves the school district prior to the expiration of the three (3) year period, except in cases of death or as part of a reduction in force (RIF), the tuition reimbursement monies received shall be immediately due and owing to the District, in full. Further, any member using this tuition reimbursement policy expressly agrees to a Consent to Judgment for the full amount owed for the courses taken within the period at issue, if they leave before the three (3) consecutive years have been completed.

J. Any member who obtains their Black Seal Certification or similar level certification as determined and approved in advance by the Business Administrator or his designee, and provides such documentation to the District of the same and uses that certification for the District shall be entitled to a stipend of \$1500.00, which will be paid incrementally. If the license is not kept current or is lost for any reason and the employee fails to provide such documentation to the District and/or continues to perform work that requires the license, the employee will be terminated if not rectified within thirty (30) days. All new employees shall have a black seal license within eighteen (18) months of employment.

K. Effective July 1, 2010, any member who obtains a license from the State of New Jersey after completing an apprentice program or similar level of expertise in a specialty area, such as electrician, plumber, pesticide applicator, HVAC etc. and was previously approved to attend the required training as determined by the Business Administrator or his designee and uses that license for the District shall be entitled to a \$2,500.00 stipend, which will be paid incrementally. If the license is not kept current or is lost for any reason and the employee fails to provide such documentation at the start of every fiscal year to the District and/or continues to perform work that requires the license, the employee will lose their stipend immediately and/or be subject to disciplinary action.

L. Effective July 1, 2010, any member who holds a commercial driver's license (CDL) at the signing of this agreement or obtains a CDL and was previously approved to attend the required training as determined by the Senior Director of Facilities or his designee and uses that CDL for the District shall be entitled to a \$500.00 stipend, which will be paid incrementally.

M. All employees are required to have a Black Seal License to do their job. In the event that an individual is hired without being a valid holder of the license, the individual shall be afforded the opportunity to obtain the license during a twenty-four (24) month period from the date of hire. Any time spent by the individual is on their own time because this is a prerequisite of the job. However, they may apply for tuition assistance in accordance with the Professional Development section of this contract and will not be unreasonably denied the same.

N. Effective July 1, 2018, any member who holds a valid forklift driver's license and is required to use said license as part of their job description for the District shall be entitled to a \$500.00 stipend, which will be paid incrementally.

ARTICLE 27

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective from July 1, 2020, through June 30, 2024, inclusive. The Agreement shall expire on June 30, 2024 unless an extension is agreed to by both parties and expressed in writing prior to such date.

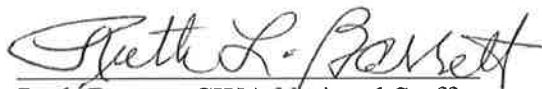
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by CWA Representative and the President of Local 1040, and the Superintendent and their corporate seals to be placed thereon, on the day and year written below.

CAMDEN CITY SCHOOL DISTRICT

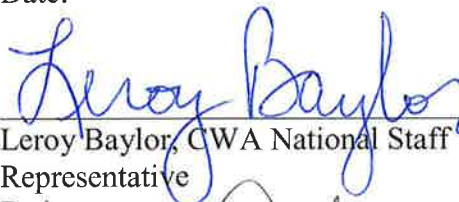


Katrina McCombs,
State Superintendent of Schools
Date:

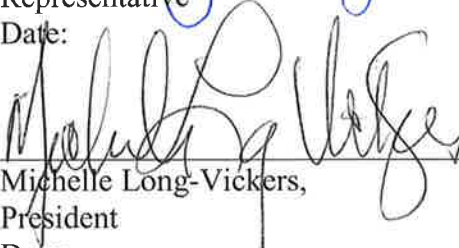
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO



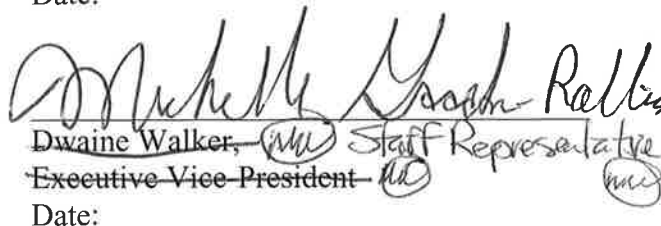
Ruth Barrett, CWA National Staff
Representative
Date:



Leroy Baylor, CWA National Staff
Representative
Date:



Michelle Long-Vickers,
President
Date:



Dwaine Walker, ~~CWA~~ Staff Representative
~~Executive Vice President~~ ~~me~~
Date:

EXHIBIT A

Head Custodian

Step	2020-2021	2021-2022	2022-2023	2023-2024
1	37,971.89	39,111.05	40,479.94	41,491.94
2	38,921.19	40,088.82	41,491.93	42,529.23
3	39,894.23	41,091.05	42,529.24	43,592.47
4	40,891.58	42,118.33	43,592.47	44,682.28
5	41,913.87	43,171.29	44,682.28	45,799.34
6	42,961.71	44,250.56	45,799.33	46,944.31
7	44,035.76	45,356.84	46,944.32	48,117.93
8	45,136.65	46,490.75	48,117.93	49,320.88
9	46,265.06	47,653.01	49,320.87	50,553.89
10	47,421.69	48,844.34	50,553.89	51,817.74
11	48,607.24	50,065.45	51,817.75	53,113.19
12	49,822.42	51,317.09	53,113.19	54,441.02
13	51,067.98	52,600.02	54,441.02	55,802.04
14	52,344.67	53,915.01	55,802.04	57,197.09
15	53,425.67	55,028.44	56,954.43	58,378.29

Mechanic E

Step	2020-2021	2021-2022	2022-2023	2023-2024
1	36,470.18	37,564.29	38,879.04	39,851.01
2	37,381.94	38,503.39	39,851.01	40,847.29
3	38,316.49	39,465.98	40,847.29	41,868.47
4	39,274.40	40,452.63	41,868.47	42,915.18
5	40,256.26	41,463.95	42,915.19	43,988.07
6	41,262.66	42,500.54	43,988.06	45,087.76
7	42,294.24	43,563.07	45,087.77	46,214.97
8	43,351.59	44,652.14	46,214.96	47,370.34
9	44,435.38	45,768.44	47,370.34	48,554.59
10	45,546.26	46,912.65	48,554.59	49,768.46
11	46,684.91	48,085.45	49,768.44	51,012.66
12	47,852.04	49,287.60	51,012.67	52,287.98
13	49,048.34	50,519.79	52,287.98	53,595.18
14	50,274.55	51,782.79	53,595.18	54,935.06
15	51,386.18	52,927.77	54,780.24	56,149.75

Stock Clerk				
Step	2020-2021	2021-2022	2022-2023	2023-2024
1	33,788.55	34,802.21	36,020.28	36,920.79
2	34,633.27	35,672.27	36,920.80	37,843.82
3	35,499.10	36,564.08	37,843.82	38,789.91
4	36,386.57	37,478.16	38,789.90	39,759.65
5	37,296.24	38,415.13	39,759.66	40,753.65
6	38,228.64	39,375.50	40,753.65	41,772.49
7	39,184.36	40,359.89	41,772.49	42,816.80
8	40,163.97	41,368.88	42,816.80	43,887.22
9	41,168.07	42,403.11	43,887.22	44,984.40
10	42,197.26	43,463.18	44,984.39	46,109.00
11	43,252.20	44,549.77	46,109.01	47,261.74
12	44,333.51	45,663.51	47,261.73	48,443.28
13	45,441.85	46,805.11	48,443.29	49,654.37
14	46,577.89	47,975.23	49,654.36	50,895.72
15	47,744.25	49,176.58	50,897.76	52,170.20

Custodian				
C Step	2020-2021	2021-2022	2022-2023	2023-2024
1	33,252.22	34,249.79	35,448.53	36,334.75
2	34,083.53	35,106.04	36,334.75	37,243.12
3	34,935.62	35,983.69	37,243.12	38,174.20
4	35,809.01	36,883.28	38,174.20	39,128.55
5	36,704.24	37,805.37	39,128.55	40,106.77
6	37,621.84	38,750.49	40,106.76	41,109.43
7	38,562.39	39,719.26	41,109.44	42,137.17
8	39,526.45	40,712.24	42,137.17	43,190.60
9	40,514.61	41,730.05	43,190.60	44,270.36
10	41,527.47	42,773.30	44,270.36	45,377.12
11	42,565.66	43,842.63	45,377.12	46,511.55
12	43,629.81	44,938.70	46,511.56	47,674.34
13	44,720.54	46,062.16	47,674.33	48,866.19
14	45,632.36	47,001.33	48,646.38	49,862.54
15	47,015.86	48,426.33	50,121.26	51,374.29

EXHIBIT B

FAMILY MEDICAL LEAVE ACT & NEW JERSEY FAMILY LEAVE ACT¹

	<u>FMLA</u>	<u>NJFLA</u>
Employee Eligibility	1.) Employee has been employed for at least 12 months; and 2.) Employee has performed at least 1,250 actual hours of service during the 12 preceding months	1.) Employee has been employed for at least 12 months; and 2.) Employee has performed at least 1,000 hours of service during the 12 preceding months
Amount of Leave	Up to 12 weeks in a 12-month period *If spouse is also employed by the District, spouses are jointly entitled to 12 weeks of leave in a 12-month period for birth and care of a child, placement for adoption or foster care, or to care for a parent with a serious health condition	Up to 12 weeks in a 24-month period
Reasons for Leave	1.) birth of a child or to care for newborn 2.) placement of an adopted or foster child 3.) to care for a spouse, child or parent with a serious health condition (does not include civil union partner) 4.) employee is unable to work because of his or her own serious health condition 5.) Leave is for a “qualifying exigency” arising out of fact that an employee's spouse, son, daughter, or parent, who is a current member of	1.) birth of a child of employee 2.) placement of child with employee in connection with an adoption 3.) Leave is to care for a family member (child, parent, spouse, or one partner in a civil union couple) with a serious health condition * NJFLA LEAVE IS NOT AVAILABLE FOR THE EMPLOYEE’S OWN SERIOUS HEALTH CONDITION

¹ This chart is meant as a reference only and should not be relied upon to make individual decisions. It is for informational purposes only. In the event that an employee has specific concerns they are directed to contact the Division of Talent & Labor Relations (DTLR) for specific up to date information and guidance on the appropriate District procedures that need to be followed, which may differ from the information in this generic chart. This is not legal advice. This material cannot be the basis of a grievance under the collective bargaining agreement.

	the National Guard or Reserves, is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.	
Military Caregiver Leave (Covered Servicemember Leave)	Employee who is the spouse, son, daughter, parent or next of kin of a current member of Armed Forces, including the National Guard and Reserves, who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to a total of 26 weeks of leave in a single 12-month period to care for the servicemember. Servicemember may be on temporary disability retired list. This leave is available during a single 12-month period during which an eligible employee is entitled to a combined total of 26 weeks for all types of FMLA leave. Only 12 weeks may be used for any other FMLA qualifying reason during the period. If spouse is also employed by the District, spouses are jointly entitled 26 weeks of leave in 12-month period for service member leave.	
Employee Notice of Need for Leave	At least 30 days' Notice of need for leave when known in advance, or as soon as practicable For military caregiver leave, must provide 30 days' advance notice when planned medical treatment for a serious injury or illness of a covered servicemember, otherwise as soon as practicable For qualifying exigency, must provide notice as soon as practicable	Reasonable advance notice of leave

Intermittent Leave or Leave on Reduced Schedule Requests	District has option to transfer employee temporarily to alternative position during intermittent leave or leave on reduced schedule	Total time taken cannot exceed 12-month period for each serious health condition episode Employee must provide prior notice that is reasonable and practicable 1.) Reduced leave schedule cannot exceed 24 consecutive weeks 2.) Employee must provide notice of care, medical treatment, or continuing supervision by health care provider 3.) Employee must make reasonable effort to schedule leave so as not to disrupt operations
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EXHIBIT C

**CWA LOCAL 1040
GRIEVANCE FORM
CAMDEN CITY SCHOOL DISTRICT**

Grievance Number: _____

*The information found on this form shall be subject to Article 3-Grievance Procedure, of the
Collective Bargaining Agreement between the Camden City School District and CWA Local 1040.*

Employee Name: _____

Title: _____

Address: _____

☐ Contractual

☐ Non-contractual

ARTICLE / SECTION: _____

Employee Statement of Grievance (Attach Additional Sheets if Necessary)

To Correct My Grievance, The Following Should Occur:

Signature of Employee: _____ Date: _____

STEP ONE DECISION:

Signature of Supervisor: _____ Date _____

Signature of Employee: _____ Date _____

☐ Accept

☐ Appeal to Step Two

STEP TWO DECISION:

Signature of Business Admin.: _____ Date: _____

Signature of Employee: _____ Date: _____

☐ Accept

☐ Appeal to Step Three

STEP THREE DECISION:

Signature of State Superintendent: _____ Date: _____

Signature of Employee: _____ Date: _____