

H-1049

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A G R E E M E N T
Board of Education of Perth Amboy
and
Perth Amboy School Administrators'
and
Supervisors' Association
197~~3~~ - 197~~5~~

Powell

PREAMBLE

This Agreement entered into this _____ day of _____, ¹⁹⁷³~~1972~~, by and between the Board of Education of the School District of Perth Amboy, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Board", and the Perth Amboy School Administrators' and Supervisors' Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board is required, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the Board and the Association have reached certain understandings, this Agreement witnesseth:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as a sole and exclusive bargaining agent pursuant to Chapter 303 of 1968 Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment for all full time principals, vice-principals and supervisors; excluding all other employees of the Board of Education.
- B. Unless otherwise indicated the term "member", when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit represented by the Association.

ARTICLE II

NEGOTIATION PROCEDURE

- A. On or before September 15th, the Association shall provide the Board of Education its demands for negotiations.
- B. On or before October 15th, representatives of the Association and of the Board will meet for the purpose of negotiating terms and conditions of employment as required by Chapter 303.
- C. If clarification of items, for either educational reasons or to determine actual cost, is necessary, Association representatives will meet between September 15th and October 15th, with the Superintendent, School Business Administrator, or any Board designated representative as is required.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by a member of the unit above defined that there has been to him a personal loss, injury or inconvenience because of an interpretation, application or violation of policies, agreement, and administrative decisions affecting them, except the term "grievance" shall not apply to: (1) any matter for which a method of review is prescribed by law or (2) any rule or regulation of the State Commissioner of Education or (3) any matter which according to law is limited to action by the Board alone or (4) a complaint of a non-tenure member which arises by reason of his not being re-employed or (5) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated in writing by the member within thirty (30) calendar days from the time when the member knew or should have known of its occurrence and failure to act shall constitute abandonment.

- B. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the 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.

2. Any member who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the member, he shall initiate a grievance in writing to the immediate superior within the thirty (30) calendar day period above specified, specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the results of previous discussions
 - (d) his dissatisfaction with decisions previously rendered

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

4. (a) The member, no later than five (5) school days after receipt of the immediate superior's decision, may appeal to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; but in the event that the matter comes to the Superintendent during his vacation period, then he shall resolve the matter within two (2) calendar weeks after his return from vacation. The Superintendent shall communicate his decision in writing to the member and the immediate superior.
 - (b) If the matter comes before the Superintendent during his vacation period, and if he has not appointed a designee to hear such grievance and if irreparable harm will result to the grievant, the Association may submit the grievance to the Board through the Board Secretary.
5. If the grievance is not resolved to the member's satisfaction no later than five (5) school days after receipt of Superintendent's decision, he may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board within five (5) calendar days after receipt of same. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the member and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the member and the member wishes review by a third party, he shall so notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision.
7. (a) The following procedure will be used to secure the services of an arbitrator:
 1. Aggrieved or his representative shall within the ten school day period, above defined, request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. Thereafter the parties shall abide by the Rules and Regulations of the American Arbitration Association for the selection of an arbitrator.

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

(c) Rights of Members to Representation

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

2. When a member is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and the Association agree that no reprisals of any kind shall be taken by either party or by any member of the administration or by any member of the negotiating unit against any participants in the grievance procedure by reason of such participation.

(d) Meetings and hearings held under this Grievance Procedure shall generally be conducted on non-school time. Persons proper to be present are defined as all necessary parties.

C. Costs

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

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

ARTICLE IV

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

A. 1. The Board shall mail to the Association three copies of the official minutes of each official meeting of the Board at the same time as the official minutes are forwarded to members of the Board.

2. When and as members of the Board are notified of regular or special meetings of the Board the president of the Association shall also be notified.

- B. The Association may call meetings in each school, subject to adequate notice and approval from the Superintendent. Such meeting shall not interfere with normal school activities and the Superintendent shall not unreasonably refuse approval.
- C. When the parties schedule a negotiating session during the normal school day, the members of the Association negotiating team, not to exceed two (2) (no more than one (1) from any school) shall suffer no loss in pay.
- D. The Association shall have the right to use school equipment at reasonable times when the equipment is not otherwise in use. Such usage shall not be unreasonably exercised. The Association shall use its own materials and supplies.
- E. The utilization of the administrative and supervisory staff in the development of the Educational Program and professional practices shall continue.

ARTICLE V

EMPLOYMENT

- A. All members of the bargaining unit shall comply with the rules and regulations of the Board of Education and as they are changed from time to time governing the duties and functions of their positions.
- B. All principals and vice principals shall remain in their buildings at least 30 minutes beyond the time that their teachers may leave the building.
- C. All supervisors shall remain on duty at least 30 minutes beyond the time high school teachers may leave the building.
- D. The Superintendent of Schools, each year as he determines the need, through the Board of Education may designate one (1) of the high school vice principals to work an eleventh (11th) month with a salary of ten percent (10%) of his base salary.

- E. The three (3) elementary vice principals shall be assigned an 11-month working schedule with a ratio of 1.29 for the eleven months. Their assignment during the eleventh month will be at the discretion of the Superintendent.
- F. Salary guide for members of the bargaining unit is attached as Appendix A and made a part of this Agreement.
- G. Members will receive the sum of not more than one hundred fifty (\$150.00) for the term of this Agreement in repayment of tuition for course credit for graduate courses taken for professional improvement and having the prior approval of the Superintendent. The stipend shall be paid after presentation to the Superintendent of a transcript indicating a grade of C or better and a receipt for money expended, however, such a stipend shall not be paid for any courses required for basic administrative certification.
- H. Sick Leave
 - 1. Employees of the Perth Amboy Board of Education with twenty years or less of cumulative employment shall be allowed full pay during a school year and shall accumulate a maximum of unused sick leave, in any year as follows:
 - (a) Ten month employees - ten days
 - (b) Eleven month employees - eleven days
 - (c) Twelve month employees - twelve days
 - 2. Personnel employed for more than twenty years by the Perth Amboy Board of Education and members employed by the Board who have twenty (20) years of accumulated public school teaching experience and who, unless expressly waived by the Board upon the recommendation of the Superintendent, have been so engaged for over two years next preceding their employment by the Perth Amboy Board of Education shall be allowed full pay and shall accumulate a maximum of unused sick leave, in any year, as follows:

- (a) Ten month employees - fifteen days
 - (b) Eleven month employees - sixteen and one-half days sick leave, fifteen of which are cumulative
 - (c) Twelve month employees - eighteen days, fifteen of which are cumulative
3. (a) Any member with at least ten years experience in the City of Perth Amboy, who having to be absent on account of personal illness for a maximum of forty school days or to the end of the school year, which ever is less, shall upon written application receive as salary an amount equal to the difference between the regular pay and the pay of a substitute, except that at no time shall the employee receive less than half pay. This paragraph shall apply after exhaustion of accumulated sick leave.
- (b) The member may petition the Board for additional time beyond the forty school days, however, the Board's decision concerning such petition is final and binding upon all parties.
4. Members absent from school because of accidental injury arising out of or in the course of employment shall receive full salary and all other benefits as if they were present on condition that they turn over to the Board all monies received from the compensation carrier of the Board for temporary disability. It is expressly understood that all money received for permanent disability shall be retained by the employee.
5. The Superintendent of Schools may require a member to furnish a physician's certificate of illness before allowing pay for days absent on account of personal illness, and in each case in which he does not require a physician's certificate, he shall require the ~~teacher~~ ^{employee} to furnish a signed statement certifying to personal illness which shall be made on official forms prepared by the Superintendent of Schools and shall be kept on file.
6. The rules governing sick leave pay of employees who are absent on account of illness shall apply to the cases of employees who are unable to report for duty on the first day of school at the beginning of the school year. Employees who are unable to report for duty on the first day of school due to personal illness shall notify the Superintendent of Schools and shall furnish a physician's certificate.
7. Members hired on or after October 1st of any school year shall have their sick days pro-rated at the rate of one day per full month of service.

I. Personal Leave Days

1. All members are entitled to non-accumulative personal leave days if approved in advance by the Superintendent, subject to the following restrictions:
- (a) Except in the event of an emergency making such notice impossible, at least 24 hours notice shall be given.
 - (b) Such leaves shall not be granted on the first day of school in September nor on the last day of school in June nor immediately prior to or after any scheduled vacation period or school holiday.

4. Application for sabbatical leave shall be submitted to the Board through the office of the Superintendent of Schools on official forms prepared for that purpose and shall be for a period of not less than three months nor more than one year. Applications for sabbatical leave must be submitted to the Superintendent of Schools not later than 60 days prior to the first day of the Leave of Absence.
5. Applications shall be considered in the order of their receipt in the Superintendent's office, however, not more than one (1) member shall be on sabbatical leave during any one semester.
6. Requests for withdrawal of application for sabbatical leave must be in the office of the Superintendent of Schools not less than 30 days prior to the first proposed day of the Leave of Absence.
7. Within one month after the resumption of service following the termination of a sabbatical leave for study or travel, each member shall submit to the Superintendent of Schools, on a form provided for that purpose, a report on the manner in which the sabbatical leave was spent.
8. A member granted a sabbatical leave shall receive one-half of the salary which he or she would have received, if working.
9. Any and all rights and privileges including salary increments to which a member in regular employment is entitled shall not be forfeited or impaired by reason of a sabbatical leave but shall be in full force and effect.
10. If a sabbatical is interrupted by serious accident or illness, this fact shall not prejudice the member against receiving all benefits provided for under the terms of the sabbatical provided the Superintendent was notified of the accident or illness by registered mail within 10 days of its occurrence.
11. If a member on sabbatical leave ascertains she is pregnant, she shall report this fact to the Superintendent immediately and shall be transferred to maternity leave as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

A. Absence on Account of Death in the Immediate Family

In case of the death of a member of the immediate family (immediate family as here used means parents, brothers, sisters, own children, husband or wife, grandparents and grandchildren) of any employee, or the death of any person who has lived in the home of the employee for some time preceding death, such employee shall be excused, without loss of pay, for a period not exceeding one calendar week. This allowance shall not extend beyond the seventh day following the date of death. In case of death of aunts, uncles, brothers-in-law, sisters-in-law, mother-in-law, father-in-law, nieces or nephews of any employee, such employee shall be excused without loss of pay for a period not to exceed two school days, provided the two days come within five (5) days following the date of death.

Ⓚ. Quarantine

Employees absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action.

ℓ. Members may be permitted, with pay, to attend the funeral services of a deceased teacher from their own school faculty or of a member from another school, however it shall be the sole discretion of the Superintendent concerning the number to be released and the specific staff members to be released.

Ⓚ. Absence for attendance at Educational Meetings.

The Superintendent of Schools may at his discretion allow members to attend educational meetings with pay.

ℓ. The Superintendent of Schools may grant a member's request for professional visiting days during the school year without loss of pay under the following provisions:

1. The member's application for permission to visit a school shall be made in writing, to the Superintendent.
2. Permission shall be granted only with the written approval of the member's principal, if such is applicable.
3. Within 3 days after the visit the teacher shall make a written report of the visit in duplicate, one copy for his immediate superior and one for the Superintendent of Schools.

Ⓛ. A member who has first requested an exemption for jury duty and had been refused, shall suffer no loss in pay for jury duty.

Ⓛ. The Board will continue to provide that which is required by law to any member required to take a selective service examination.

Ⓛ. The Board will continue to provide that which is required by law to any member on temporary active reserve duty.

Ⓛ. Extension of Leave of Absence

There shall be no extension of leaves of absence beyond the ending date of such leaves except by action of the Board of Education. Every request for extension shall be considered individually, on its own merits and without regard to precedent.

Ⓛ. 1. The Board shall continue its present insurance coverage which includes dependents and amount of payment made on behalf of the members.

2. Effective July 1, 1972, if the present carrier accepts the policy, the Board shall provide eye examination and eyeglasses insurance.

3. It is the responsibility of the employee to report in writing any changes in his or her Marital status or number of dependents for insurance records and if the employee has not made such written report, the Board is relieved of all insurance liability in reference to such insured coverage.

ARTICLE VI
DUES DEDUCTION

The Board agrees to continue the practice of deducting from the salary of the members dues for the Association. Such employees must voluntarily authorize the Board to make such deductions on the proper form and such monies shall be transmitted to the Association. In the event dues deductions are not made due to clerical errors, the Board will be so notified by the Association and proper action will be taken the following month.

The Association agrees to save the Board harmless once said monies so deducted shall be transmitted to the Association and relieves the Board and all its officers from any liability therefore.

ARTICLE VII
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any members or group of members 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.
- B. Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its term, shall be controlling.
- C. The duration of this agreement shall be from July 1, 1972 through June 30, 1975.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement this _____ day of _____, 1972.

PERTH AMBOY BOARD OF EDUCATION

By:
Chairman, Negotiating Committee

By:
President

PERTH AMBOY SCHOOL ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION

By:
Chairman, Negotiating Committee

By:
President

APPENDIX A

SALARY GUIDE
EFFECTIVE JULY 1, 1973

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>20 YRS.</u> <u>SERVICE</u>	<u>25 YRS.</u> <u>SERVICE</u>
<u>PRINCIPAL - HIGH SCHOOL (11 mos.)</u> (Ratio 1.7 x maximum salary of teachers with similar training)				
Master's Degree.....				
Master's Degree plus 30.....				
<u>PRINCIPAL - MIDDLE (11 mos.)</u> (Ratio 1.375 x maximum salary of teachers with similar training plus \$750.00)				
Master's Degree.....				
Master's Degree plus 30.....				
<u>PRINCIPAL - SHULL (11 mos.)</u> (Ratio 1.375 x maximum salary of teachers with similar training plus \$750.00)				
Master's Degree.....				
Master's Degree plus 30.....				
<u>PRINCIPAL - ELEMENTARY (11 mos.)</u> (Ratio 1.375 x maximum salary of teachers with similar training)				
Master's Degree.....				
Master's Degree plus 30.....				
<u>VICE PRINCIPAL - HIGH SCHOOL</u> (Ratio 1.25 maximum salary of teachers with similar training plus \$200.00)				
Master's Degree.....				
Master's Degree plus 30.....				
<u>VICE PRINCIPAL - MIDDLE SCHOOL</u> <u>SHULL SCHOOL</u> <u>SCHOOL #10</u> (Ratio 1.29 x maximum salary of teachers with similar training)				
Master's Degree.....				
Master's Degree plus 30.....				
<u>SUPERVISORS</u> (Ratio 1.205 x maximum salary of teachers with similar training)				
Master's Degree.....				
Master's Degree plus 30.....				
(For the purpose of this salary guide, a Supervisor shall be one who supervises the work of teachers in more than one school.)				

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>20 YRS.</u> <u>SERVICE</u>	<u>25</u> <u>SERV</u>
<u>DIRECTOR OF SPECIAL SERVICES (11 mos.)</u>				
(Ratio 1.375 x maximum salary of teachers with similar training)				
Master's Degree.....				
Master's Degree plus 30.....				
<u>DIRECTOR OF GUIDANCE (12 mos.)</u>				
(Ratio 1.375 x maximum salary of teachers with similar training)				
Master's Degree.....				
Master's Degree plus 30.....				

- (1) The additional monies paid to the Shull School and Middle School principals over the ratio are to be added to their base salary figure prior to the ratio being applied to the figure rather than added after the ratio has been applied.
- (2) All advancements on the guide, including annual increments and raises as set forth in salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approved by the Board.