

A G R E E M E N T

between

BOARD OF EDUCATION OF PERTH AMBOY *Board of*

Education

and

PERTH AMBOY FEDERATION OF TEACHERS  
LOCAL 857, AFT, AFL-CIO

on behalf of full-time

( CUSTODIANS and CUSTODIAL AIDES )

X July 1, 1983

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June 30, 1985

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AGREEMENT

THIS AGREEMENT entered into this *17<sup>th</sup>* day of *November*, 1983, by and between the Board of Education of Perth Amboy, New Jersey hereinafter called the "Board," and the Perth Amboy Federation of Teachers, Local 857, AFT, AFL-CIO, hereinafter called the "Federation," as sole and exclusive bargaining agent for all Perth Amboy full-time custodians and custodial aides.

ARON,

TILL & SALSBERG

COUNSELLORS AT LAW

684 PASSAIC AVENUE

MUTLEY NEW JERSEY 07110

ARTICLE I  
RECOGNITION

The Board recognizes the Perth Amboy Federation of Teachers, Local 857, as sole and exclusive bargaining agent for all Perth Amboy full-time custodians and custodial aides, exclusive of all other employees.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee of the Perth Amboy Board of Education that there has been to him a personal loss, injury, or inconvenience because of an interpretation, application or violation of policies and administrative decisions affecting him, 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 rule or regulation of the Public Employee's Retirement System, or (4) any matter which according to law is limited to action by the Board alone. A grievance to be considered under this procedure must be initiated in writing by the aggrieved employee within twenty-one (21) calendar days from the time that the employee knew or should have known of its occurrence, and failure to act shall constitute abandonment.

B. Procedure

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

5. The appeal to the Secretary/School Business Administrator shall be made in writing, reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Secretary/School Business Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days provided that the matter does not come to the Secretary/School Business Administrator during his vacation period and in the event it does, the matter shall be resolved within five (5) days of return from vacation by the Secretary/School Business Administrator. The decision by the Secretary/School Business Administrator shall be communicated in writing to the employee and the principal.
6. If the grievance is not resolved to the employee's satisfaction, no later than five (5) calendar days after receipt of Secretary/School Business Administrator'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 request to the Board within five (5) calendar days of receipt of same. The Board, or a committee thereof, shall review the grievance and shall, at 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.

9. When any of the above periods occur during the summer vacation, "school days" shall be construed to be "calendar days" exclusive of Saturday, Sunday and holidays.

10. Rights of Employee to Representation

(a) 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 Federation.

(b) When an employee is not represented by the Federation in the processing of a grievance, the Federation shall at the time of submission of the grievance to the Secretary/School Business Administrator 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.

ARTICLE IV  
CUSTODIAL RIGHTS

- A. Adequate space shall be provided in each school for the posting of material.
- B. Custodians may call a meeting in each school with permission of the principal and notice to the Board office.
- C. Custodians may use inter-school mail.
- D. (1) If negotiations are scheduled during working hours, no more than three (3) members of the bargaining unit, including no more than two (2) from any one school, shall be released from duty.  
(2) The Board shall not be liable for the payment of any overtime to members of the union negotiating team due to their involvement in negotiations.



ARTICLE VI

SALARIES AND OTHER BENEFITS

- A. Annexed hereto and made a part hereof, as if fully set forth, is the salary guide, marked Schedule "A" for the 1983-1984 school year.
- B. Annexed hereto and made a part hereof, as if fully set forth, is the salary guide, marked Schedule "B" for the 1984-85 school year.
- C. Annexed hereto and made a part hereof, as if fully set forth, is the additional compensation, marked "C" for Head Custodians.
- D.
  - 1. All custodians who are assigned to a second shift (3 P.M. to 11 P.M.) or whose regularly assigned hours terminate after 7 P.M. shall receive an additional four hundred (\$400.00) dollars over their salary on the appropriate salary guide or if they are regularly assigned to less than eight (8) hours daily, the ratio of their assigned hours to eight (8) hours times four hundred (\$400.00) dollars.
  - 2. Since custodians working the second shift are expected to be on duty for eight (8) hours daily, they may not leave the building to which they are assigned, except for an emergency, between the hours of 3 P.M. to 11 P.M.

defined as 1/200ths of the annual salary of a ten (10) month employee, 1/220ths of an eleven (11) month employee, and 1/240ths of a twelve (12) month employee.

4. Employees absent from school because of accidental injury arising out of or in the course of employment shall receive for up to one calendar year, 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 Board Secretary/Business Administrator may require an employee 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 employee to furnish a signed statement certifying to personal illness which shall be made on official forms prepared by the Board Secretary/Business Administrator and shall be kept on file. Said forms are to be forwarded to the Board Secretary/Business Administrator immediately upon return to work.

3. An employee not applying for a Maternity Leave of Absence and who continues to work shall upon the sixth month present a certificate of physical fitness from a doctor. A new certificate shall be submitted the beginning of the seventh month and every two weeks thereafter until the ninth month, at which time a certificate shall be submitted weekly.
4. An employee on maternity leave may be reinstated at any time during the period of her leave provided that a suitable vacancy exists upon her request to the Board.
5. Maternity Leave of Absence without pay may be extended for up to one year if requested by the employee.
6. All seniority rights shall be maintained during the period of maternity leave.
7. The Board Secretary/Business Administrator shall not remove any employee from her duties during her pregnancy, or prevent her from resuming her duties, as the case may be, except on one of the following basis:
  - (a) The Board Secretary/Business Administrator has found that her work performance has noticeably declined by reason of the pregnancy, but before relieving her of her duties, the Board Secretary/Business Administrator shall give the said employee an opportunity to be heard on the matter. Any other just cause as a result of her

9. A non-tenured employee shall not be entitled to a leave of absence beyond the school year in which the leave was taken.

C. Military Leave

1. The School statute that is binding upon the school authorities is quoted in full as follows:

18A:6-13 TENURE, PENSION AND OTHER EMPLOYMENT RIGHTS IN MILITARY AND NAVAL SERVICE SAVED

L. 1944, c.226, p.765 entitled, "An Act concerning persons holding certain offices, positions and employments in the public school system of this state who, after July 1, 1940 have entered or hereafter shall enter the active military or naval service of the United States or of this State. In time of war or emergency, or for or during any period of training or pursuant to or in connection with the operation of any system of selective service, or who after July 1, 1940, have entered or hereafter, in time of war or emergency, shall enter the active service of the women's reserve of the naval reserve of any similar organization authorized by the United States to serve with the army or navy, and to provide for and protect their rights to employment, re-employment and tenure in such offices, positions and employments and the rights, privileges and benefits of certain of them in any pension, retirement or annuity fund of which they were or are

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-laws, sisters-in-laws, 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 days following the date of death.

- E. The Board will reimburse all employees for unused sick leave upon retirement from the Board's employ through the Teachers' Pension and Annuity Fund and/or the Public Employee's Retirement System.

Employees as defined in Title 18A who retire from the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System, shall be entitled to a lump sum payment for reimbursement of accumulated sick leave as follows: After July 1, 1983, fifty (50%) percent of unused accumulated sick leave up to a maximum of six thousand two hundred and fifty (\$6,250.00) dollars and after July 1, 1984, fifty (50%) percent of unused accumulated sick leave up to a maximum of six thousand five hundred (\$6,500.00) dollars.

Retirees may elect to receive their lump sum payment for reimbursement of accumulative sick leave up to seven (7) months after their effective date of retirement provided

Years of Service

Length of Vacation

Less than one

1-1/4 days for each month worked or major portion thereof

One through 15

15 working days

More than 15

20 working days

More than 25

25 working days

A vacation schedule will be established annually by the Superintendent and School Business Administrator for all custodians. This schedule will be constructed in such a way as to insure, as nearly as possible, a year-round and daily available ability of personnel at all vital district facilities.

If a custodian is unable to take vacation to which he is entitled, he shall be compensated for same. In the event of a custodian's death, his family shall be paid the vacation earned.

Vacation may not be accrued beyond that permitted above without the approval of the Superintendent or School Business Administrator.

Should any custodian covered by the terms of this policy die while in the employ of this District, vacation days earned but unused will be compensated in payment to his estate.

(c) A personal leave day in normal instances shall be construed to mean a full day.

(d) Custodians shall be entitled to personal days pursuant to their date of hire as follows:

If hired prior to October 1st - three (3) days  
If hired between October 1st  
and April 1st - two (2) days  
If hired after April 1st - one (1) day

(e) Such leave days will be used for personal business normally unable to be completed after normal school hours, and will not be used as additional vacation, holiday, nor for any concerted activity, and each custodian taking a personal leave day shall sign the following certificate:

"I hereby certify that the following date(s) were used for personal business which I was unable to conduct after normal school hours. I did not use this (these) day(s) as additional vacation, holiday, or for any concerted activity."

Date(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(f) The immediate supervisor shall be notified by the employee of the request for personal leave that has been forwarded to the Superintendent's office simultaneously with the forwarding of the request to that office.

- E. 1. The Board shall provide each member of the bargaining unit with two (2) uniforms each year. The Board shall provide each new custodian A and B with a winter jacket of its choice upon employment. One only (1) jacket shall be provided to each employee and new custodians A and B shall be provided one (1) jacket upon employment.
2. Beginning in 1984-85 custodians shall be provided with a pair of work shoes every other school year.
- F. During the Christmas recess as per the approved school calendar, custodians A, B, and D may work one (1) hour less than normally scheduled on a regular work day.



DATED: \_\_\_\_\_ Signature \_\_\_\_\_

School \_\_\_\_\_

Social Security # \_\_\_\_\_

Mailing Address \_\_\_\_\_

ARON,  
MILL & SALSBERG  
COUNSELLORS AT LAW  
684 PASSAIC AVENUE  
MIDLETON NEW JERSEY 07100

- C. The Board shall provide shields and safety caps for employees where necessary.
- D. When a custodian is called in after hours, or on a regular day off, the Board will guarantee said custodian a minimum of two (2) hours overtime pay provided the reason for being called in is not due to the custodian's fault.
- E. When a custodian has to stay after 4 P.M. with the approval of the principal or the Board office or designee, said custodian shall be compensated for a minimum of one (1) hour overtime pay.
- F. The Board shall provide foul weather gear for all custodians required to work outside.
- G. The Board will notify any employee of cancellation of overtime assignment as soon as the Board becomes aware of it.
- H. Any employee who is called for jury duty shall seek to be excused in writing. If this request is denied, the employee shall be entitled to their regular salary and jury duty free.

ARTICLE XI

NEGOTIATING PROCEDURE

The parties agree to commence negotiations in accordance with the requirements of Chapter 303 of the Laws of 1968 as amended and supplemented by Chapter 123 of the Laws of 1974.

ARON,  
TILL & SALSBERG  
COUNSELLORS AT LAW  
684 PASSAIC AVENUE  
LITTLE NEW JERSEY 07110

ARTICLE XIII

BOARD'S RIGHTS

The Board retains the following rights, except as limited by applicable law and the terms of this Agreement.

- A. The right to direct the employees of the school district.
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work or for other legitimate reasons contained in Title 18A.
- D. To determine the methods, means and personnel by which operations are to be conducted.
- E. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XV

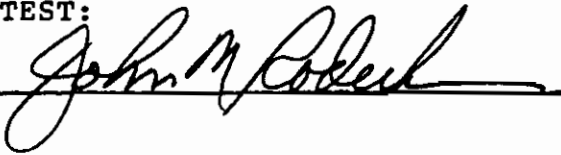
DURATION

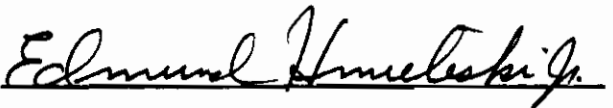
The period covered by this Agreement is from July 1, 1983 to June 30, 1985.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers the day and year first written above.

BOARD OF EDUCATION  
CITY OF PERTH AMBOY, N.J.

ATTEST:

  
\_\_\_\_\_

  
\_\_\_\_\_

PERTH AMBOY FEDERATION OF  
TEACHERS, LOCAL #857, as sole  
and exclusive bargaining agent  
for all Perth Amboy Custodians  
and Custodial Aides.

ATTEST:

  
\_\_\_\_\_

  
\_\_\_\_\_

ARON,  
TILL & SALSBERG  
COUNSELLORS AT LAW  
684 PASSAIC AVENUE  
MONTLEY NEW JERSEY 07110

SCHEDULE "A"

SALARY GUIDE FOR CUSTODIANS EMPLOYED  
BETWEEN JULY 1, 1983 and JUNE 30, 1984  
EFFECTIVE JULY 1, 1983

Custodians with Black Seal License (Custodian "A")\*\*

Starting	-	\$ 11,325.00	
1st step	-	11,775.00	
2nd step	-	12,225.00	
3rd step	-	12,725.00	
4th step	-	13,225.00	
5th step	-	13,725.00	
6th step	-	16,025.00	
(After 15 yrs. service)*	-	\$ 16,325.00	
(After 20 yrs. service)*	-	\$ 16,650.00	
(After 25 yrs. service)*	-	\$ 17,025.00	

Custodians without Black Seal License (Custodian "B")\*\*

Starting	-	\$ 10,825.00	
1st step	-	11,275.00	
2nd step	-	11,725.00	
3rd step	-	12,225.00	
4th step	-	12,725.00	
5th step	-	13,225.00	
6th step	-	15,525.00	
(After 15 yrs. service)*	-	\$ 15,825.00	
(After 20 yrs. service)*	-	\$ 16,150.00	
(After 25 yrs. service)*	-	\$ 16,525.00	

Custodial Aides (Custodian "D")\*\*

Starting	-	\$ 7,950.00	
1st step	-	8,200.00	
2nd step	-	8,450.00	
3rd step	-	9,850.00	
(After 15 yrs. service)*	-	\$ 10,150.00	
(After 20 yrs. service)*	-	\$ 10,475.00	
(After 25 yrs. service)*	-	\$ 10,850.00	

\* As defined in the rules of the Perth Amboy Board of Education

\*\* \$450.00 additional - second shift

All custodians who are assigned to a second shift (3 P.M. to 11 P.M.) or whose regularly assigned hours terminate after 7 P.M. shall receive an additional four hundred fifty dollars (\$450.00) over their salary on the appropriate salary guide or if they are regularly assigned to less than eight (8) hours daily, the ratio of their assigned hours to eight (8) hours times four hundred fifth dollars (\$450.00).

All advancements on the guide, including annual increments and raises as set forthin the 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 competence, the performance of duties assigned and record of attendance of each employee by the Secretary/School Business Administrator and those charged with supervisory responsibility, approved by the Board.

SCHEDULE "C"

HEAD CUSTODIAN ADDITIONAL COMPENSATION

	<u>1983-84</u>	<u>1984-85</u>
Perth Amboy High School	\$ 1,577.00	\$ 1,702.00
Perth Amboy High School (Ass't.)	958.00	1,033.00
McGinnis School	1,155.00	1,245.00
Shull School	1,155.00	1,245.00
#2, #10, Flynn, Admin. Hdqts.	536.00	576.00
#1, #5, #7, Calvin	274.00	294.00