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AGREEMENT
between the

PERTH AMBOY BOARD OF EDUCATION

and the

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

on behalf of

BUS DRIVERS, BUS ATTENDANTS, COMMUNITY AGENTS,
COURIERS, FOOD SERVICE WORKERS, AND
PUBLIC SCHOOL LAW ENFORCEMENT OFFICERS

JULY 1, 1990 through JUNE 30, 1993

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THIS AGREEMENT entered into this day of ,
1990, 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 bus drivers, bus attendants, community agents, couriers,
food service workers and public school law enforcement officers.

ARTICLE I
RECOGNITION

The Board recognizes the Perth Amboy Federation of Teachers, Local 857, as sole and exclusive bargaining agent for all Perth Amboy bus drivers, bus attendants, community agents, couriers, food service workers and public school law enforcement officers, but excluding all other Board of Education employees. In order to be eligible, an employee must work a minimum of twenty (20) hours per week.

ARTICLE II

NON-DISCRIMINATION

The parties affirm their intent, as required by existing statute, to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, sex, age, marital status or membership or participation in or association with the legal activities of any employee organization.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a claim by an employee of the Perth Amboy Board of Education that there has been to him a personal loss or injury 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 provided for law;
2. Any rule or regulation of the State Commissioner of Education;
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.

To be considered under this procedure a grievance must be initiated in writing by the aggrieved employee within thirty (30) 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 specified time limits shall be deemed acceptance of the decision rendered at that step.

2. Any employee who has a grievance shall discuss it first with his/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, he shall initiate a grievance in writing to the principal or immediate supervisor within the thirty (30) calendar day period above specified, specifying:
 - (a) The nature of grievance and the section of the agreement alleged to have been violated;
 - (b) The nature of extent of injury or loss;
 - (c) The results of previous discussion;
 - (d) The dissatisfaction with decisions previously rendered; and
 - (e) The specific remedy being sought.

The principal or the supervisor shall communicate his decision to the employee in writing within five (5) calendar days of receipt of the written grievance.

4. Employees may, no later than five (5) calendar days after receipt of the immediate supervisor's decision, appeal to the Assistant Superintendent for Business utilizing the procedure described in #5 below.

5. The appeal to the Assistant Superintendent for Business shall be made in writing, reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The Assistant Superintendent for Business shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days, unless the matter comes to the Assistant Superintendent for Business during his vacation period, in which case he shall resolve the matter within five (5) days of his return. The decision by the Assistant Superintendent for Business 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 the Assistant Superintendent for Business' 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 requests 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 option of the Board, hold a hearing with the employee and render a decision which shall be binding on all parties of the said request from the Board Secretary.
7. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee 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.

8. The following procedure will be used to secure the services of an arbitrator:

(a) The Grievant or his representative shall within the ten (10) school day period, above defined, request the Public Employment Relations Commission to submit a roster of persons qualified to act as arbitrator of the dispute in question.

(b) Thereafter, the parties shall abide by the Rules and Regulations of the Public Employment Relations Commission for the selection of an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He may neither add nor subtract anything from the Agreement between the parties or any policy of the Board of Education. 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 decision. 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 Assistant Superintendent for Business be notified that the grievance is in process, have the right to be present, to present its position in writing at all hearing sessions held concerning the grievance, and receive a copy of all decisions rendered.
 - (c) The Board and the Federation agree that no reprisals of any kind shall be taken by themselves or by any member of the administration or by the negotiating unit against any participants in the grievance procedure by reason of such participation.
11. Grievances arising from the written or verbal directive of any supervisor or administrator above the rank of principal may be first discussed with or submitted to the Assistant Superintendent for Business.
12. 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 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

FEDERATION RIGHTS

- A. Adequate space shall be provided in each school for the posting of material.
- B. Members of the bargaining unit may call a meeting during non-work hours in each school with permission of the principal and notice to the Board office.
- C. Members of the bargaining unit may use inter-school mail. Courtesy copies shall be provided to the building principal.
- D.
 - 1. If negotiations are scheduled during working hours, no more than three (3) members of the bargaining unit, including no more than one (1) from any one school, shall be released from duty. The Board of Education is not obligated to meet during working hours. The Federation agrees to notify the Assistant Superintendent for Business within twenty-four hours of any scheduled negotiation session of the identity of persons attending and further agrees to cooperate with the Assistant Superintendent for Business in solving any coverage problems.
 - 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.

E. All Federation rights contained in this Agreement shall be available exclusively to the Federation, as the recognized bargaining representative for the unit herein defined.

ARTICLE V

GENERAL CONDITIONS

- A. 1. Any vacancy in any position covered by this Agreement shall be posted in all buildings for at least one (1) calendar week, except in cases of emergency hiring. In such cases, the Assistant Superintendent for Business will forward a letter to the Federation representative informing him of the reasons for said emergency in cases of emergency hiring. Such posting does not prohibit the Board from filling the vacancy by means of a new hire, or determining the vacancy need not be filled.
2. In filling any vacancy, the Assistant Superintendent for Business shall take seniority into consideration if all other factors are equal. Such other factors shall include, but not be limited to, record of attendance, physical condition, and ability to perform the work.
3. Nothing contained in this Section V(A) guarantees the appointment of a member of the bargaining unit as opposed to a new hire and all assignment recommendations shall be at the sole discretion of the Assistant Superintendent for Business.
- B. Any employee hired prior to July 1, 1987, whose initial placement entitles him/her to a pro rata portion of an increment, shall be grandfathered and continue to be so placed.

Effective July 1, 1987, any new employee who works one-half (1/2) or more of their regular annual assignment shall be entitled to a full increment the following year. Any employee who works less than one-half (1/2) of their annual assignment shall receive no increment for the following year.

- C. 1. Food service drivers and assistant drivers shall be entitled to two (2) uniforms each year and one (1) winter jacket every other year.
- 2. Cafeteria workers will be granted an \$80.00 per year uniform allowance, which may be used for uniforms and/or work shoes. The uniforms of the cafeteria workers shall be of one style and color. Cafeteria workers shall present proof of having purchased uniforms and/or shoes to the Assistant Superintendent for Business.
- 3. Law enforcement officers, bus drivers and bus attendants will receive one winter jacket every five years. The Board's mail courier will receive one winter jacket and one hooded rain suit every five years.

- D. One and one-half times the employee's normal hourly rate shall be paid for all time worked in excess of forty (40) hours per week. Employees shall receive one and one-half times the rate of pay for any work they perform on legal holidays regardless of the total number of hours worked that week. Legal holidays shall be:

New Years' Day	Labor Day
King's Birthday	Columbus Day
Memorial Day	Veterans' Day
July 4	Thanksgiving Day
	Christmas Day

E. Longevity compensation shall be paid to employees who have completed years of service with the Perth Amboy School District as follows:

<u>No. of Years</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
*15-19 years	\$ 317	\$ 346	\$ 379
*20-24 years	\$ 633	\$ 690	\$ 756
* 25+ years	\$ 949	\$1034	\$1132

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

F. Arrangements shall be made to allow employees who so desire to have automatic payroll deductions of savings for a single agreed-upon Credit Union. The Federation will submit authorization cards for new employees or for any employee who wishes to change deductions to the payroll department or Assistant Superintendent for Business by September 30th of each year.

G. The Board agrees that it will make no changes in existing Board policy, benefits, or practice related to employee wages, hours,

and conditions of employment not specifically included in this Agreement without prior negotiation with the Federation.

- H. 1. All twelve month employees covered by this Agreement shall receive three (3) weeks vacation upon completion of one year. After fifteen (15) years of service in the district, employees shall be entitled to eighteen (18) days of vacation. After twenty (20) years of service in the district, employees shall be entitled to twenty (20) days of vacation. Employees employed for less than one (1) year shall receive pro-rated vacation days.
2. A vacation schedule will be established annually by the Assistant Superintendent for Business for all twelve month unit members. The schedule will be constructed in such a way so as to ensure, as nearly as possible a year-round and daily availability of personnel at all vital district facilities while allowing vacation time to be taken during the school year when a specific request to do so is approved by the Assistant Superintendent for Business. Vacations will normally not be scheduled during the school year but the employee may make a special request to the Assistant Superintendent for Business for such a school year vacation.

If a unit member is unable to take vacation to which he/she is entitled, he/she shall be compensated for same. In the event of a unit member's death, his/her family shall be paid the vacation earned. Should any employee covered by the terms of this policy die while in the employ of the Board, the vacation days earned but unused will be compensated in payment to his/her estate.

I. When it is necessary to reduce the work hours of any unit member, the employee shall receive written notice from the Assistant Superintendent for Business within seven days of the Assistant Superintendent for Business' learning of such work hour reduction. That notice shall include the reason[s] for the reduction.

J. Community agents shall receive an annual travel allowance of \$700.00.

K. Unit members shall be entitled to reimbursement for attendance at conferences, including travel expenses, subject to prior approval of the Assistant Superintendent for Business and so long as the subject of said conferences is related to the employee's field of work.

L. The Board shall provide 4/5 and the Federation 1/5 of the annual costs of enrollment of unit members in a mutually-

acceptable Employee Assistance Program. Participation in the program by district employees shall be completely voluntary and strictly confidential.

M. Special Education and Bilingual Community Agents will work daily until 4:00 p.m.

ARTICLE VI
LEAVES OF ABSENCE

A. Sick Leave

1. Employees of the Perth Amboy Board of Education with twenty (20) 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 (10) days
 - (b) Twelve month employees: twelve (12) days
2. Personnel employed for more than twenty (20) years 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 (15) days
 - (b) Twelve month employees: eighteen (18) days, 15 of which are accumulative
3. Any employee whose sick leave exceeds the annual sick leave and the accumulated sick leave shall be entitled to apply to the Board of Education for an additional maximum sick leave of forty (40) days or to the end of the school year, whichever is less for an extended or serious illness; provided, however, that for such additional period such person shall receive each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute, if none is employed. A day's salary is defined as 1/200ths of the

annual salary of a ten (10) 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 (1) calendar year, full salary and all other benefits as if they were present, less all monies received from the compensation carrier of the Board for temporary disability. It is expressly understood that all money received from permanent disability shall be retained by the employee. It is the responsibility of the employee to forward the proper statement to the Assistant Superintendent for Business' office immediately upon his return from absence.
5. The Assistant Superintendent for Business may require an employee to furnish a physician's certificate of illness before allowing pay for days absent on account of personal illness. 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 Assistant Superintendent for Business and shall be kept on file. Said forms are to be forwarded to the Assistant Superintendent for Business immediately upon return to work.
6. Employees hired on or after October 1st of any school year shall have their sick days prorated at the rate of one (1)

day per full month of service remaining to the end of the year. Such days shall be available after the first day that the employee actually reports to work.

7. Ten month employees with perfect attendance shall receive a stipend of \$350 for such perfect attendance during the 1990-1991 and 1991-1992 school years, and shall receive \$400 for perfect attendance during the 1992-1993 school year. Twelve month employees with perfect attendance shall receive a stipend of \$420 for such perfect attendance for the 1990-1991 and 1991-1992 school years, and shall receive a stipend of \$480 during the 1992-1993 school year. Perfect attendance shall mean that the employee has taken no sick or personal leave time during the school year. Death in family and approved professional days shall not count against perfect attendance.

B. Maternity Leave

1. Any female employee, upon becoming aware of a pregnancy shall during the fourth month of pregnancy report same in writing to the Assistant Superintendent for Business and also state the expected date of birth.
2. Said employee need not but may apply for a Maternity Leave of Absence without pay at her own discretion which will not be denied by the Board upon proof of pregnancy. Said voluntary leave shall be up to two (2) full consecutive

school years. The duration of a leave of absence must be from the date of commencement until the end of the current school year, unless otherwise permitted by the Assistant Superintendent for Business. A subsequent extension for all of the following school years may be requested and granted. In all such instances, however, a leave and/or extension of a leave must end with the conclusion of a school year and the employee must return to work at the commencement of the following school year.

3. A pregnant employee not applying for a Maternity Leave of Absence 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 2 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 upon request to the Board provided that a suitable vacancy exists.
5. Maternity Leave of Absence without pay may be extended for up to one (1) year provided that the date of return is at the inception of the school year.
6. All seniority rights shall be maintained during the period of maternity leave.
7. The Assistant Superintendent for Business 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 bases:

- (a) The Assistant Superintendent for Business has found that her work performance has noticeably declined by reason of the pregnancy, but before relieving her of her duties, the Assistant Superintendent for Business shall give said employee an opportunity to be heard on the matter;
- (b) Any other just cause as a result of her condition; but the Assistant Superintendent for Business' decision may be appealed as provided for in the Grievance Procedure; or
- (c) The pregnant employee cannot produce a certificate from her physician that she is medically able to continue working.

8. In the event the Assistant Superintendent for Business feels that she cannot continue working or that she is not yet ready to come back to work, the Assistant Superintendent for Business shall select a physician from a list of physician's submitted to the Assistant Superintendent for Business by the Federation, fifty (50%) percent of whom are on the staff of Perth Amboy General Hospital, to determine if she can continue to work or return to work. The medical opinion of this physician shall be conclusive and binding on the issue of medical capacity to continue or resume working.

9. Any employee who adopts an infant shall be eligible for a Child Rearing Leave if he/she so requests, on the same terms as permitted for the rearing of naturally born children. This provision shall only apply to one member of a family employed by the Board.
10. A non-tenured employee shall not be entitled to a leave of absence beyond the school year in which the leave was taken.
11. Any employee who is on an original maternity leave or an extension of an original maternity leave may apply for and obtain a second maternity leave if she becomes pregnant during her leave of absence. No extensions of this second leave shall be granted.

C. Military Leave

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, 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 members in good standing at the time of entering such service and repealing "An act concerning the holders of offices, positions, and employments in the public schools of this State, concerning re-employment, acquisition of tenure and protecting pension rights when the holders of such offices, positions or employments enter the military or naval services of the United States, and supplementing Title 18 of the Revised Statutes approved May 19, 1941 (P.L. 1941 c.134) as said title was amended by Chapter 119 of the Laws of 1942 (P.S. 1942, c.119)" approved April 12, 1944 (P.S. 1944, c. 226), as said title was amended by Chapter 91 of the Laws of 1951, and L. 1951, c. 91 is saved from repeal. (This act provides for leaves of absence to join military or naval service of the United States after July 1, 1940 and saves their tenure, pension and other employment rights).

D. 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, son-in-law, daughter-in-law, mother-in-law, father-in-law or the death of any person who lived in the employee's home as a member of the household 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, 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 Public Employee's Retirement System as follows: After July 1, 1990, 50% of unused accumulated sick leave to a maximum of \$11,000. After July 1, 1991, 50% of unused accumulated sick leave, with a minimum of 50 days, to a maximum of \$12,000. After July 1, 1992, 50% of unused accumulated sick leave, with a minimum of 100 days, to a maximum of \$15,000. Retiring employees 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 said employee retires at the conclusion of the school year. Employees retiring at any other time than the conclusion of the school year will have their sick day credit for their last year of

employment adjusted to the percentage of the whole year they are actually employed prior to their effective date of retirement.

An accumulative sick day is defined as 1/200ths of the annual salary of a 10-month employee and 1/240ths of the annual salary of a 12-month employee.

Upon the death of any employee, the employee's beneficiary shall receive the amount due to the employee under the Sick Leave Reimbursement Clause due to the deceased, provided the employee had worked twenty (20) years or more in the Perth Amboy School System.

F. Quarantine

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

- G. 1. All employees are entitled to up to three (3) personal leave days, two (2) of which they may accumulate as sick leave if not used, up to a maximum of fifteen (15) per year, without requiring in advance, the specific approval of the Administration subject to the following restrictions:
- (a) Except in the event of an emergency making such notice impossible, at least 72 hours, and more if

possible, of notice shall be given in order to provide for substitutes.

- (b) Normally such leaves shall not be granted on the first day of school in September nor on the last day of school in June or immediately prior to or after any scheduled vacation period or school holiday.

In emergency circumstances, a personal day with reason may be granted in the above circumstances upon prior approval of the Assistant Superintendent for Business. If the Assistant Superintendent for Business cannot be reached for such advanced approval, an employee who takes such a personal day risks having his/her pay deducted for that day if subsequent approval is not granted. In any event, denial of approval for any such day is not subject to the grievance procedure.

- (c) A personal leave day in normal instances shall be construed to mean a full day.
- (d) Employees 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 for additional vacation,

holiday, or concerted activity. Each employee 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 Assistant Superintendent for Business' office simultaneously with the forwarding of the request to that office.

H. A duly elected representative of the Federation shall be granted a leave of absence to attend, at no loss of pay:

1. a convention or conference sponsored by the American Federation of Teachers; or
2. a convention or conference sponsored by the New Jersey Federation of Teachers.

It is understood that said leave shall be for only one person and for only one day in any one school year.

ARTICLE VII

WELFARE

- A. The Board states that it carries insurance for all legal responsibilities of the Board.
- B. 1. The Board shall continue its present insurance coverage which includes dependents (to wit: Hospitalization Medical Service, Major Medical and Dental) and amount of payment made on behalf of the employees.
- (a) Benefits shall be coordinated so as to permit spouses who both work for the District to be reimbursed for expenses under the other's policy whenever their own policy limit is exceeded.
- (b) Major Medical Lifetime Maximum Coverage shall be Two Million Dollars.
- (c) Effective January 1, 1991, the annual deductible amount shall be \$200.00 for single coverage and \$400.00 for group coverage.
2. The Board shall provide eye examination and eyeglass insurance.
3. By September 30 of each year of this Agreement, the Board shall arrange to provide an open enrollment period, permitting individual employees the option to buy additional group life insurance without cost to the Board, in accordance with the rules and regulations of

the Board's life insurance carrier. The same opportunity shall exist for retired employees of the Board, in accordance with the life insurance carrier's rules and regulations concerning retired employees.

4. The Board agrees to change the "Amount of Basic Life Insurance" as outlined on page 5 of the current Group Insurance Plan booklet to read as follows:

Plan A (Non-contributory)	\$2,500.00
Plan B (Contributory)	\$10,000.00

All certificated and non-certificated employees eligible to participate.

5. The Board agrees to make the following changes in the current Health Insurance Coverage:

(a) Increase Vision Benefits to:

Examinations (1 per 12 months)	\$35.00
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Lenses (per pair, 1 per 12 months)

Single Vision \$35.00 (effective 7/01/90)

Bifocal

Single: \$ 45.00 (effective 7/01/90)

\$ 60.00 (effective 7/01/91)

Double: \$ 90.00 (effective 7/01/90)

\$120.00 (effective 7/01/91)

Trifocal

\$ 67.50 (effective 7/01/90)

\$ 90.00 (effective 7/01/91)

Aphakic

Glass \$ 60.00 (effective 7/01/90)

\$ 80.00 (effective 7/01/91)

Plastic \$135.00 (effective 7/01/90)

\$180.00 (effective 7/01/91)

Asheric \$172.50 (effective 7/01/90)

\$230.00 (effective 7/01/91)

Case Hardening

\$ 4.50 (effective 7/01/90)

\$ 6.00 (effective 7/01/91)

Contact Lenses \$140.00 (effective 7/01/90)

Frames (per pair, 1 per 12 months)

\$ 60.00 (effective 7/01/90)

- (b) Contact lens benefits shall be one (1) per twenty-four (24) month period.
- (c) Annual Pap Smear (effective 7/01/91)
- (d) Annual mammograms for employees and spouses over 35 years of age (effective 7/01/91)
- (e) Syringes for diabetics (effective 7/01/91)

- C. 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.

- D. The Board shall pay the premium for \$1.00 co-pay Prescription Drug Plan for employees and their dependents.

- E. Mandatory second surgical opinion shall be required for a minimum of 15 elective surgical procedures as provided by the benefits carrier.

ARTICLE VIII

DUES DEDUCTION

- A. The Board agrees to make deductions pursuant to N.J.S.A. 52:14-15.9e for the Federation from the employee's salary. Such employees must voluntarily authorize the Board to make such deductions on the form provided in subparagraph B, this section, and such monies shall be transmitted to the Federation. In the event dues deductions are not made due to clerical errors, the Board will be so notified by the Federation and proper action will be taken the following month.
- B. In accordance with Chapter 233, Laws of 1969, the following form shall be used for dues check off for the Federation:

TO: Assistant Superintendent for Business, Board of Education, School District of Perth Amboy

I hereby request and authorize the above named Assistant Superintendent for Business of the Board of Education to deduct from my earnings an amount sufficient to provide one-tenth (1/10) of the yearly membership dues, as certified by Local 857, AFT, to the Assistant Superintendent for Business of the Board of Education, to the treasurer of Local 857, AFT, in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Assistant Superintendent for Business of the Board of Education will discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Assistant Superintendent for Business of the Board of Education shall deduct any remaining amount due for that school year. I hereby waive all right and claim for said monies so deducted and transmitted in

accordance with this authorization, and relieve the Board of Education and its officers from any liability therefor.

DATED: _____ Signature _____

School _____

Social Security # _____

Mailing Address _____

- C. The Board agrees to authorize the payroll department to deduct one dollar (\$1.00) per pay period as a voluntary contribution to the Federation's Local Political Education Fund. Employees wishing to voluntarily contribute must authorize the Board to make such deductions on the form provided and such monies shall be transmitted to the Federation in conjunction with the deducted dues.

ARTICLE IX
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.

ARTICLE X
CONFORMITY TO LAW

Should any provision or application of this Agreement be held or determined, by any court or agency having jurisdiction, contrary to law, then such provision shall not be deemed valid and subsisting, but all other provisions shall continue in full force and effect.

ARTICLE XI
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 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 XII

AGENCY SHOP

- A. The Board of Education agrees to deduct Agency fees for non-members of the Federation in an amount equal to eighty-five (85%) percent of the annual membership dues.

- B. The Federation agrees to provide to the Board of Education a copy of its "Demand and Return System" required under law.

- C. The Federation agrees to save the Board of Education harmless and to relieve the Board of Education, and all its officers, or agents, from any liability for any transmission of funds from an employee to the Federation in accordance with its obligations under this Article.

ARTICLE XIII

MISCELLANEOUS

- A. Employees shall report illness necessitating absence from work, if known, 24 hours prior to the start of the work shift. In the case of emergency illness necessitating absence the employee shall report the illness as soon as possible.

- B. All general elementary cafeteria workers who on a regular basis collect money and keep records in addition to preparing and serving food shall receive a stipend according to the following schedule: 1990-1991: \$300; 1991-1992: \$350; 1992-1993: \$400.

- C. The 12 month Head Bus Driver position shall receive a \$500 stipend per year.

ARTICLE XIV

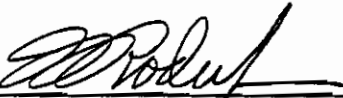
DURATION

The period covered by this Agreement is from July 1, 1990 to June 30, 1993.

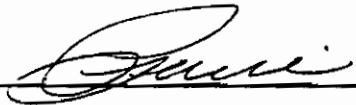
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers the day and year first written above.

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

ATTEST:

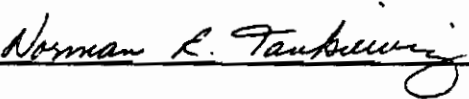


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PERTH AMBOY FEDERATION OF
TEACHERS, LOCAL #857, AFT
AFL-CIO

ATTEST:





**SCHEDULE 1
1990-1991 SCHOOL YEAR**

<u>Title</u>	<u>Step</u>	<u>Salary</u>
Bus Drivers (16)		\$11.00/hr
Bus Attendants (4)		\$ 8.50/hr
Law Enforcement Officers (11)		\$ 17,125
Community Agents - Title I (2)	1	\$ 18,800
	2	19,800
	3	20,800
	4	21,800
	5	22,800
	6	23,800
	7	24,800
	8	25,800
	9	26,800
	10	27,200
Community Agents Special Education/Bilingual	0	\$ 13,400
	1	13,900
	2	14,600
	3	15,400
	4	16,100
	5	17,000
	6	18,100
	7	19,300
Head Driver - McGinnis (1) (12 months)	0	\$ 19,700
	1	20,700
	2	21,700
	3	22,600
Head Driver - High School (1)	0	\$ 18,200
	1	19,200
	2	20,200
	3	21,200
Assistant Driver (2)	0	\$ 11,700
	1	12,300
	2	12,900
	3	13,500
McGinnis Cafeteria Manager (1) 6-1/2 hours/day	1	\$ 14,350

<u>Title</u>	<u>Step</u>	<u>Salary</u>
McGinnis Head Cook & Asst. Manager (2) 7 hours/day	1	\$ 14,000
McGinnis Assistant Cook (1) 6 hours/day	1	\$ 11,500
High School Cafeteria Manager (1)	1	\$ 28,500
Head Cook & Assistant Manager (2)	1	\$ 14,025
Assistant Cook (2)	1	\$ 11,600
Baker (1)	1	\$ 16,700
General Workers	0	\$ 8,100
	1	8,500
	2	8,700
	3	9,290
	4	10,190
Stockroom Clerk & Mail Courier	0	\$ 17,900
	1	18,400
	2	18,900
	3	19,400
	4	20,000
	5	20,700
	6	21,250

**SCHEDULE 2
1991-1992 SCHOOL YEAR**

<u>Title</u>	<u>Step</u>	<u>Salary</u>
Bus Drivers (16)		\$11.95/hr
Bus Attendants (4)		\$ 9.25/hr
Law Enforcement Officers (11)		\$ 18,575
Community Agents - Title I (2)	1	\$ 21,100
	2	22,100
	3	23,100
	4	24,100
	5	25,100
	6	26,100
	7	27,100
	8	28,100
	9	29,100
	10	29,500
Community Agents Special Education/Bilingual	0	\$ 14,650
	1	15,200
	2	15,950
	3	16,800
	4	17,550
	5	18,500
	6	19,650
	7	20,900
Head Driver - McGinnis (1) (12 months)	0	\$ 21,550
	1	22,550
	2	23,550
	3	24,450
Head Driver - High School (1) (12 months)	0	\$ 20,000
	1	21,000
	2	22,000
	3	23,000
Assistant Driver (2)	0	\$ 12,800
	1	13,400
	2	14,000
	3	14,600

<u>Title</u>	<u>Step</u>	<u>Salary</u>
McGinnis Cafeteria Manager (1) 6-1/2 hours/day	1	\$ 15,550
McGinnis Head Cook & Asst. Manager (2) 7 hours/day	1	\$ 15,200
McGinnis Assistant Cook (1) 6 hours/day	1	\$ 12,475
High School Cafeteria Manager (1)	1	\$ 30,850
Head Cook & Assistant Manager (2)	1	\$ 15,225
Assistant Cook (2)	1	\$ 12,575
Baker (1)	1	\$ 18,075
General Workers	0	\$ 8,850
	1	9,250
	2	9,450
	3	10,040
	4	11,040
Stockroom Clerk & Mail Courier	0	\$ 19,700
	1	20,200
	2	20,700
	3	21,200
	4	21,800
	5	22,500
	6	23,050

**SCHEDULE 3
1992-1993 SCHOOL YEAR**

<u>Title</u>	<u>Step</u>	<u>Salary</u>
Bus Drivers (16)		\$13.00/hr
Bus Attendants (4)		\$10.05/hr
Law Enforcement Officers (1)		\$ 20,175
Community Agents - Title I (2)	1	\$ 23,650
	2	24,650
	3	25,650
	4	26,650
	5	27,650
	6	28,650
	7	29,650
	8	30,650
	9	31,650
	10	32,050
Community Agents Special Education/Bilingual	0	\$ 16,100
	1	16,700
	2	17,500
	3	18,400
	4	19,200
	5	20,200
	6	21,400
	7	22,700
Head Driver - McGinnis (1) (12 months)	0	\$ 23,650
	1	24,650
	2	25,650
	3	26,550
Head Driver - High School (1) (12 months)	0	\$ 22,000
	1	23,000
	2	24,000
	3	25,000
Assistant Driver (2)	0	\$ 14,075
	1	14,675
	2	15,275
	3	15,875

<u>Title</u>	<u>Step</u>	<u>Salary</u>
McGinnis Cafeteria Manager (1) 6-1/2 hours/day	1	\$ 16,900
McGinnis Head Cook & Asst. Manager (2) 7 hours/day	1	\$ 16,525
McGinnis Assistant Cook (1) 6 hours/day	1	\$ 13,550
High School Cafeteria Manager (1)	1	\$ 33,525
Head Cook & Assistant Manager (2)	1	\$ 16,550
Assistant Cook (2)	1	\$ 13,675
Baker (1)	1	\$ 19,650
General Workers	0	\$ 9,700
	1	10,100
	2	10,300
	3	10,890
	4	11,990
Stockroom Clerk & Mail Courier	0	\$ 21,700
	1	22,200
	2	22,700
	3	23,200
	4	23,800
	5	24,500
	6	25,050