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AGREEMENT

between the

BOARD OF EDUCATION OF PERTH AMBOY

and

PERTH AMBOY FEDERATION OF TEACHERS, LOCAL 857, AFT, AFL-CIO
on behalf of full-time

CUSTODIANS AND CUSTODIAL AIDES

July 1, 1990 through June 30, 1993

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AGREEMENT

THIS AGREEMENT entered into 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.

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 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

1. 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, 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:
 - (a) Any matter for which a method of review is provided for by law;
 - (b) Any rule or regulation of the State Commissioner of Education;
 - (c) Any rule or regulation of the Public Employee's Retirement System; or
 - (d) Any matter which according to law is limited to action by the Board alone.
2. 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 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 principal (or immediate supervisor if applicable) 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 within the twenty-one (21) calendar day period above specified, specifying:
 - (a) The nature of grievance specifying the section of the Agreement alleged to have been violated;
 - (b) The nature of extent of injury, loss or inconvenience;
 - (c) The results of previous discussions;
 - (d) His dissatisfaction with decisions previously rendered; and
 - (e) The specific remedy being sought.

The principal 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 principal's decision, appeal to the Assistant Superintendent for Business.
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 or her 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 after 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 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 option of the Board, hold a hearing with the employee and render a decision which shall be binding on all parties in writing

within thirty (30) calendar days of receipt 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.
 - (c) 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, 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 any member of the administration or 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
CUSTODIAL RIGHTS

- A. Adequate space shall be provided in each school for the posting of material.
- B. Custodians may call a meeting during non-work hours in each school with permission of the principal and notice to the Board office.
- C. Custodians 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 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.
- 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. Once each school year, a committee comprised of members of the bargaining unit shall meet at any appropriate time with the Assistant Superintendent for Business or his designee to discuss ordering of supplies.
- B. 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. In the event of an emergency hiring the Federation shall receive written notification explaining the reasons for the emergency hiring. Such posting does not prohibit the Board from filling the vacancy by means of a new hire or determining that 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.B(3) 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.

4. The Board agrees that it will make no changes in existing benefits or past practice related to employee wages, hours, and conditions of employment not specifically included in this Agreement without prior negotiation with the Federation.

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 "1" for the 1990-1991 school year.
- B. Annexed hereto and made a part hereof, as if fully set forth, is the salary guide, marked Schedule "2" for the 1991-1992 school year.
- C. Annexed hereto and made a part hereof, as if fully set forth, is the salary guide, marked Schedule "3" for the 1992-1993 school year.
- 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 six hundred fifty (\$650.00) dollars over their salary on the appropriate salary guide. If they are regularly assigned to less than eight (8) hours daily, the employee shall receive an amount in the ratio of their assigned hours to eight (8) hours times six hundred fifty (\$650.00) 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.
- E. Annexed hereto and made a part hereof, as if fully set forth, is the additional compensation for Head Custodians, marked

Schedule "A" for the 1990-1991, 1991-1992, and 1992-1993 school years.

- F. 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 his/her regular annual assignment shall be entitled to a full increment the following year. Any employee who works less than one-half (1/2) of his/her annual assignment shall receive no increment for the following year.

ARTICLE VII

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) 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) Twelve month employees - eighteen (18) days, fifteen (15) of which are cumulative
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,

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, less 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. 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 August 1st of any school year shall have their sick days prorated at the rate of one 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.

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. This leave will not be denied by the Board upon proof of pregnancy. Said voluntary leave shall be up to two (2) full consecutive school years. An initial leave request must be from the date of commencement until the end of the current school year. A subsequent extension for all of the following school year 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 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 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 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 the 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 from 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, limited to one (1) per family employed by the Board, 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.
 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. (However, anyone on, or having applied for maternity leave prior to July 1, 1987, shall enjoy the current practice).

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 or 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, mother-in-law, father-in-law, son-in-law, daughter-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-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. Employee Retirement

1. The Board will reimburse all employees for unused sick leave upon retirement from the Board's employ through the Teacher's 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 Employee's Retirement System, shall be entitled to a lump sum payment for reimbursement of accumulated sick leave as follows: After July 1, 1990, 50% of unused accumulated sick leave up to a maximum of \$11,000. After July 1, 1991, 50% of unused accumulated sick leave with a minimum number of 50 days up 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.
2. 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 said employee retires at the conclusion of the school year. Employees retiring at any other time other than the conclusion of the school year will receive their lump sum payment at the conclusion of one (1) month after the effective date of their retirement. Employees retiring at other 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.

3. An accumulated sick day is defined as 1/200ths of the annual salary of a 10-month employee, 1/220ths of the annual salary of a 11-month employee, and 1/240ths of the annual salary of a 12-month employee.
4. Employees applying for a deferred retirement will be eligible to receive compensation for unused sick days in accordance with provisions described above which are in effect at the time employment terminates. Payment will be rendered to the employee on the date he or she is eligible to receive pension payments as certified by the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System. It is the responsibility of the employee to provide proof of pension certification to the Board of Education office in order to receive compensation. Upon the death of an 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. Vacation

Custodians and custodial aides shall be entitled to vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Length of Vacation</u>
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 Assistant Superintendent for Business for all custodians. This schedule will be constructed in such a way as to insure, as nearly as possible, a year-round and daily availability of personnel at all vital district facilities.

If the employee 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 Assistant Superintendent for Business.

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.

H. Personal Leave

1. All custodians are entitled to up to three (3) personal leave days, two (2) of which 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 three school days, 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 Superintendent of Schools. If the Superintendent 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) Custodians and custodial aides 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.

I. A duly elected or appointed representative of the unit shall be granted a professional day at no loss of pay to attend:

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

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

ARTICLE VIII

WELFARE

- A. 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) Effective July 1, 1984, 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 deductible shall be \$200.00 for single coverage and \$400.00 for family 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

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)

- B. 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.
- C. The Board shall pay the premium for \$1.00 co-pay Prescription Drug Plan for employees and their dependents.
- D. Mandatory second surgical opinion shall be required for a minimum of fifteen (15) elective surgical procedures as provided by the benefits carrier.
- E.
 - 1. The Board shall provide each member of the bargaining unit with three (3) uniforms each year, two (2) of which may be of warm weather style and fabric. The Board shall provide each new custodian A and B with a winter jacket of his/her 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. Beginning July 1, 1987, custodians A and B shall have the jacket replaced once every five (5) years.
 - 2. Custodians A, B, and D shall be provided with a pair of heavy-duty safety work shoes or heavy-duty work shoes at the employee's option, every 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.

- G. When summer hours begin, Custodians D may work their six (6) hours earlier in the day upon the approval of the Assistant Superintendent for Business.
- H. The Board shall provide 4/5 and the Federation shall provide 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.

ARTICLE IX

DUES DEDUCTION

- A. The Board agrees to make dues deductions pursuant to N.J.S.A. 52:14-15.9(e) for the Federation from employees' salaries. Such employees must voluntarily authorize the Board to make such deductions on the form provided in sub-paragraph (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 for 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. This provision will take effect on July 1, 1988.

ARTICLE X

MISCELLANEOUS

- A. Custodians shall report illness to a central number. Employees shall, if known, report illness necessitating absence from work at least 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. The Board agrees to guarantee the following holidays. If the holiday falls on a Saturday or Sunday, they shall either be granted a floating holiday or get paid extra compensation for the holiday. These holidays are as follows:

New Year's Eve Day*
New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Monday
Memorial Day
July 4**
Labor Day

Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve
Christmas Day
King's Birthday

*If this holiday falls on either a Saturday or a Sunday, it shall be enjoyed on the preceding Friday.

** If this holiday falls on a Saturday, it shall be enjoyed on the preceding Friday. If it falls on a Sunday, it shall be enjoyed on the following Monday.

On these or any other holidays, the Board retains the right to assign one or more individuals to check boilers as required. When an employee is required to work on the holidays enumerated above or on Sunday, he/she shall be entitled to pay at twice his/her normal rate. The employee will be guaranteed a minimum of one hour of overtime at double time for such work.

- C. The Board shall provide shields, safety caps and hearing protective devices 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. The Federation shall recommend to the Assistant Superintendent for Business what type of foul weather gear is to be provided. The Assistant Superintendent for Business will make the final decision concerning the choice of such equipment.
- 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 fee.
- I. 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 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 during 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 time during the school year. Death in family bereavement days shall not count against perfect attendance.
- J. 1. A custodian filling in the position of Head Custodian shall receive an additional ten (\$10.00) dollars per week beginning with the first (1st) week in an acting capacity, provided that the Head Custodian's absence is not due to his/her vacation. Effective in the 1992-1993 school year this amount shall increase to \$15.00 per week.
2. When a custodial aide is the only custodian on duty because of a head custodian's vacation, that aide shall be guaranteed two hours overtime for each day that the head custodian is on vacation.
- K. 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.

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.

ARTICLE XII
CONFORMITY TO LAW

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

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 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 XIV

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 any employee to the Federation in accordance with its obligations under this Article.

ARTICLE XV

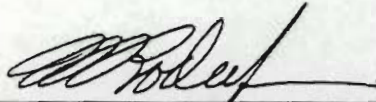
DURATION

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

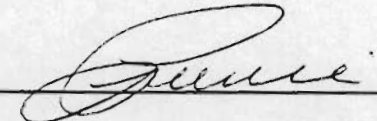
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers the day and year first written above.

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

ATTEST:

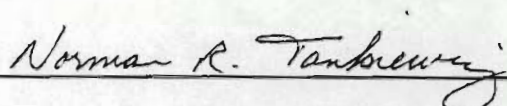


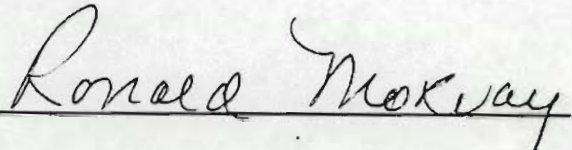
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PERTH AMBOY FEDERATION OF
TEACHERS, LOCAL #857, as
sole and exclusive bargaining
agent for all Perth Amboy
Custodians and Custodial Aides.

ATTEST:





SCHEDULE #1

SALARY GUIDE FOR CUSTODIANS EMPLOYED
BETWEEN JULY 1, 1990 and JUNE 30, 1991
EFFECTIVE JULY 1, 1990

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

Starting	\$15,425.00
1st step	16,075.00
2nd step	16,650.00
3rd step	17,250.00
4th step	18,000.00
5th step	18,750.00
6th step	21,575.00
7th step	24,580.00
(After 15 yrs. service)* -	25,230.00
(After 20 yrs. service)* -	25,880.00
(After 25 yrs. service)* -	26,680.00

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

Starting	\$14,925.00
1st step	15,575.00
2nd step	16,150.00
3rd step	16,750.00
4th step	17,500.00
5th step	18,250.00
6th step	21,075.00
7th step	24,130.00
(After 15 yrs. service)* -	24,780.00
(After 20 yrs. service)* -	25,430.00
(After 25 yrs. service)* -	26,230.00

Custodial Aides (Custodian "D")**

Starting	\$10,875.00
1st step	11,325.00
2nd step	11,675.00
3rd step	13,350.00
4th step	15,030.00
(After 15 yrs. service)* -	15,680.00
(After 20 yrs. service)* -	16,330.00
(After 25 yrs. service)* -	17,130.00

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

** \$650.00 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 six hundred fifty dollars (\$650.00) 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 six hundred fifty dollars (\$650.00).

All advancements on the guide, including annual increments and raises as set forth in 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 Assistant Superintendent for Business and those charged with supervisory responsibility, as approved by the Board.

SCHEDULE "2"

SALARY GUIDE FOR CUSTODIANS EMPLOYED
BETWEEN JULY 1, 1991 and JUNE 30, 1992
EFFECTIVE JULY 1, 1991

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

Starting	\$16,500.00
1st step	17,000.00
2nd step	17,550.00
3rd step	18,250.00
4th step	19,200.00
5th step	20,200.00
6th step	23,175.00
7th step	26,380.00
(After 15 yrs. service)* -	27,080.00
(After 20 yrs. service)* -	27,930.00
(After 25 yrs. service)* -	28,980.00

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

Starting	\$16,000.00
1st step	16,375.00
2nd step	17,050.00
3rd step	17,750.00
4th step	18,700.00
5th step	19,700.00
6th step	22,675.00
7th step	25,930.00
(After 15 yrs. service)* -	26,630.00
(After 20 yrs. service)* -	27,480.00
(After 25 yrs. service)* -	28,530.00

Custodial Aides (Custodian "D")**

Starting	\$11,275.00
1st step	11,925.00
2nd step	12,375.00
3rd step	14,150.00
4th step	16,105.00
(After 15 yrs. service)* -	16,805.00
(After 20 yrs. service)* -	17,655.00
(After 25 yrs. service)* -	18,705.00

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

** \$650.00 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 six hundred fifty dollars (\$650.00) 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 six hundred fifty dollars (\$650.00).

All advancements on the guide, including annual increments and raises as set forth in 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 Assistant Superintendent for Business and those charged with supervisory responsibility, as approved by the Board.

SCHEDULE "3"

SALARY GUIDE FOR CUSTODIANS EMPLOYED
BETWEEN JULY 1, 1992 and JUNE 30, 1993
EFFECTIVE JULY 1, 1992

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

Starting	\$17,125.00
1st step	17,875.00
2nd step	18,650.00
3rd step	19,450.00
4th step	20,700.00
5th step	21,950.00
6th step	25,075.00
7th step	28,530.00
(After 15 yrs. service)* -	29,330.00
(After 20 yrs. service)* -	30,330.00
(After 25 yrs. service)* -	31,330.00

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

Starting	\$16,625.00
1st step	17,375.00
2nd step	18,150.00
3rd step	18,950.00
4th step	20,200.00
5th step	21,450.00
6th step	24,575.00
7th step	28,080.00
(After 15 yrs. service)* -	28,880.00
(After 20 yrs. service)* -	29,880.00
(After 25 yrs. service)* -	30,880.00

Custodial Aides (Custodian "D")**

Starting	\$11,875.00
1st step	12,725.00
2nd step	13,275.00
3rd step	15,200.00
4th step	17,455.00
(After 15 yrs. service)* -	18,255.00
(After 20 yrs. service)* -	19,255.00
(After 25 yrs. service)* -	20,255.00

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

** \$650.00 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 six hundred fifty dollars (\$650.00) 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 six hundred fifty dollars (\$650.00).

All advancements on the guide, including annual increments and raises as set forth in 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 Assistant Superintendent for Business and those charged with supervisory responsibility, as approved by the Board.

SCHEDULE "A"

HEAD CUSTODIAN ADDITIONAL COMPENSATION

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
PAHS	\$2,714.00	\$2,958.00	\$3,239.00
PAHS Asst.	1,645.00	1,793.00	1,963.00
McGinnis & Shull	1,987.00	2,165.00	2,370.00
#2, #10, Flynn Admin. HQ	920.00	1,003.00	1,100.00
#1, #5, #7, Galvin	700.00	750.00	800.00