

4-3098

12-16

Duplicate

Perth Amboy Board of Education

A G R E E M E N T

Between

BOARD OF EDUCATION OF PERTH AMBOY

-and-

PERTH AMBOY FEDERATION OF TEACHERS, LOCAL 657 AFT, AFL - CIO

on behalf of full-time

(CUSTODIANS and CUSTODIAL AIDES)

X July 1, 1981 through June 30, 1983

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RUTGERS UNIVERSITY

ARON,
MILL & SALSBERG
COUNSELLORS AT LAW
591 SUMMIT AVENUE
NEW JERSEY 07306



AGREEMENT

THIS AGREEMENT entered into this day of , 198
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,

HILL & SALSBERG

COUNSELLORS AT LAW

881 SUMMIT AVENUE

PERTH CITY, NEW JERSEY 07308

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.

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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.

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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 Employees' 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 specified time limits shall be deemed acceptance of the decision rendered at that step:

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GRIEVANCE PROCEDURE - cont'd

2. Any employee who has a grievance shall discuss it first with his principal (or any 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) Nature of grievance
- (b) Nature of extent of injury, loss or inconvenience
- (c) Results of previous discussions
- (d) His dissatisfaction with decisions previously rendered
- (e) The 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 in the following classifications, no later than five (5) calendar days after receipt of principal's decision, may appeal to the Board Secretary/School Business Administrator utilizing the procedure described in #5 below; custodians, custodial aides.

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

GRIEVANCE PROCEDURE - cont'd

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 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.

GRIEVANCE PROCEDURE - cont'd

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

1. Aggrieved or his representative shall within the ten school day period, above defined, request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. Thereafter the parties shall abide by the Rules and Regulations of the American Arbitration for the selection of an arbitrator.

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

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

GRIEVANCE PROCEDURE - cont'd

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 Superintendent be notified that the grievance is in process, have the right to be present, and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

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

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 Business Administrator.

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.

ARON.

A. L. & SALSBERG
ATTORNEYS AT LAW
101 SUMMIT AVENUE
NEW JERSEY 07306

GRIEVANCE PROCEDURE - cont'd

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 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 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 Business Administrator or his designee to discuss ordering of supplies.

D. (1) Any vacancy in any position covered by this Agreement shall be posted in all buildings for at least one (1) calendar week. 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 Business Administrator 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 assignments shall be at the sole discretion of the Business Administrator.

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 1981-82 school year.

B. Annexed hereto and made a part hereof, as if fully set forth, is the salary guide, marked Schedule "B" for the 1982-83 school year.

C. Annexed hereto and made a part hereof, as if fully set forth, is the additional compensation, marked Schedule "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 \$400.00.

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.

ARON,

L & SALSBERG

COUNSELLORS AT LAW

191 SUMMIT AVENUE

NEW JERSEY CITY, NEW JERSEY 07306

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

1. Employees of the Perth Amboy Board of Education with twenty years or less of cumulative employment shall be allowed full pay during a school year and shall accumulate a maximum of unused sick leave in any year as follows:

- | | | |
|-----|------------------------|---------------|
| (a) | Ten month employees | - ten days |
| (b) | Eleven month employees | - eleven days |
| (c) | Twelve month employees | - twelve days |

2. Personnel employed for more than twenty years by the Perth Amboy Board of Education shall be allowed full pay and shall accumulate a maximum of unused sick leave in any year as follows:

- | | | |
|-----|------------------------|---|
| (a) | Ten month employees | - fifteen days |
| (b) | Eleven month employees | - sixteen and one-half days sick leave, fifteen of which are cumulative |
| (c) | Twelve month employees | - eighteen days, fifteen of which are cumulative |

3. 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

LEAVES OF ABSENCE - cont'd

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.

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.

LEAVES OF ABSENCE - cont'd

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 Board Secretary/Business Administrator and also state the expected date of birth.

2. Said employee need not apply for a Maternity Leave of Absence but she 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 may 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. 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.

LEAVES OF ABSENCE - cont'd

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 condition. The Board Secretary/Business Administrator's decision may be appealed from as provided for in the Grievance Procedure.
- (b) The pregnant employee cannot produce a certificate from her physician that she is medically able to continue working.
- (c) In the event the Board Secretary/Business Administrator feels that she cannot continue working or that she is not yet ready to come back to work, the Board Secretary/Business Administrator shall select a physician from a list of physicians submitted to the Board Secretary/Business Administrator by the Federation, fifty (50%) percent of whom are on the staff of Perth Amboy General

LEAVES OF ABSENCE - cont'd

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.

8. 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.

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

LEAVES OF ABSENCE - cont'd

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 21, 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

LEAVES OF ABSENCE - cont'd

or the death of any person who lived in the home of the employee for some time preceding death, as a member of the household) 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. 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 Employees' 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, 1981, 50% of unused accumulated sick leave up to a maximum of \$5,500.00 and after July 1, 1982, 50% of unused accumulated sick leave up to a maximum of \$6,000.00.

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 an 11-month employee, and 1/240ths of the annual salary of a 12-month employee.

LEAVES OF ABSENCE - cont'd

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 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 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.

LEAVES OF ABSENCE - cont'd

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. 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 48 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 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.

LEAVES OF ABSENCE - cont'd

- (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 days
- If hired between October 1st
and April 1st - two days
- If hired after April 1st - one 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 teacher 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

ARTICLE VIII

WELFARE

- A. The Board shall continue its present insurance coverage which includes dependents (to wit: Hospitalization Medical Service, Major Medical, Dental and Eye Examination and Eyeglasses Insurance).
- B. Effective April 1, 1980, the Board shall pay the premium for a one (\$1.00) dollar co-pay Prescription Drug Plan for employees and their dependents.
- C. Effective July 1, 1980, individual employees shall have the right 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.
- D. 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.
- E. 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. Only one (1) jacket shall be provided to each employee and new custodians A and B shall be provided one (1) jacket upon employment.

ARTICLE IX

DUES DEDUCTION

A. The Board agrees to deduct from the salary of its employees dues for the Federation. 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 checkoff for the Federation:

TO: Secretary, Board of Education, School District of Perth
Arkoy.

I hereby request and authorize the above named secretary 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 Secretary 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 Secretary of the Board of Education will discontinue such deductions only if I file such a notice of withdrawal as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed. I also agree that upon termination of employment, the Secretary of the Board of Education shall deduct any remaining amount due for that school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all the officers from any liability therefore.

ARTICLE X

MISCELLANEOUS

- A. Custodians shall report illness to a central number.
- 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* | Columbus Day |
| New Year's Day | General Election Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Easter Monday | Day |
| Memorial Day | Christmas Eve |
| July 4 | Christmas Day |
| Labor Day | King's Birthday |

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. However, when such work is performed on holidays or Sunday, the regular (2) hour minimum contained in paragraph D of this ARTICLE shall be waived.

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

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.

ARON,

WILL & SALSBERG
COUNSELLORS AT LAW
801 SUMMIT AVENUE
NEW CITY, NEW JERSEY 07306

LE IX
DEDUCTION

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Chapter 233, Laws of 1969, the following
dues checkoff for the Federation:
Board of Education, School District of Perth

request and authorize the above named
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an amount sufficient to provide for one-tenth
of the yearly membership dues, as certified by
857, APT, to the treasurer of the Board of
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monthly payments for all or part of the current
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arstand that the Secretary of the Board of Education
I discontinue such deductions only if I file such
notice of withdrawal as of January 1 or July 1 next
succeeding the date on which the notice of withdrawal
s filed. I also agree that upon termination of
employment, the Secretary of the Board of Education
shall deduct any remaining amount due for that school
year. I hereby waive all rights and claims for said
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and all the officers from any liability therefore.

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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 hereby be held or determined, by any Court or agency having jurisdiction, to be invalid or unenforceable, then same shall not invalidate the other provisions hereof that are severable therefrom.

FROM
FILED
MAY
1958

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 XIV

AGENCY SHOP

A. The Board of Education agrees to deduct Agency fees for non-members of the Federation in an amount equal to 85% 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 XV

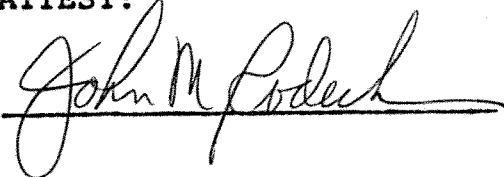
DURATION

The period covered by this Agreement is from July 1, 1981 to June 30, 1983.

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.

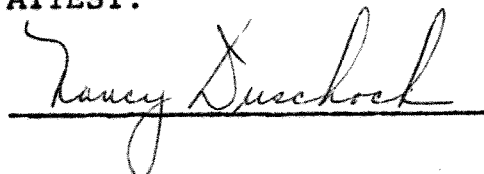
ATTEST:

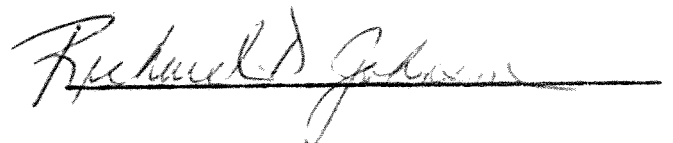




PERTH AMBOY FEDERATION OF
TEACHERS, LOCAL #857, as sole
and exclusive bargaining agent
for all Perth Amboy Custodians
and Custodial Aides.

ATTEST:





ARON,
MILL & SALSBERG
COUNSELLORS AT LAW
191 SUMMIT AVENUE
SEY CITY, NEW JERSEY 07308

SCHEDULE "A"

SALARY GUIDE FOR CUSTODIANS EMPLOYED
BETWEEN JULY 1, 1981 AND JUNE 30, 1982
EFFECTIVE JULY 1, 1981

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

| | | | |
|----------------------------|----|-----------|-----------|
| Starting - | \$ | 9,925.00 | |
| 1st step - | \$ | 10,375.00 | |
| 2nd step - | \$ | 10,825.00 | |
| 3rd step - | \$ | 11,325.00 | |
| 4th step - | \$ | 11,825.00 | |
| 5th step - | \$ | 12,325.00 | |
| 6th step - | \$ | 13,875.00 | |
| (After 15 yrs. service)* - | \$ | | 14,125.00 |
| (After 20 yrs. service)* - | \$ | | 14,250.00 |
| (After 25 yrs. service)* - | \$ | | 14,500.00 |

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

| | | | |
|----------------------------|----|-----------|-----------|
| Starting - | \$ | 9,425.00 | |
| 1st step - | \$ | 9,875.00 | |
| 2nd step - | \$ | 10,325.00 | |
| 3rd step - | \$ | 10,825.00 | |
| 4th step - | \$ | 11,325.00 | |
| 5th step - | \$ | 11,825.00 | |
| 6th step - | \$ | 13,375.00 | |
| (After 15 yrs. service)* - | \$ | | 13,625.00 |
| (After 20 yrs. service)* - | \$ | | 13,750.00 |
| (After 25 yrs. service)* - | \$ | | 14,000.00 |

Custodial Aides (Custodian-D)

| | | | |
|----------------------------|----|----------|----------|
| Starting - | \$ | 6,950.00 | |
| 1st step - | \$ | 7,200.00 | |
| 2nd step - | \$ | 7,450.00 | |
| 3rd step - | \$ | 8,350.00 | |
| (After 15 yrs. service)* - | \$ | | 8,600.00 |
| (After 20 yrs. service)* - | \$ | | 8,725.00 |
| (After 25 yrs. service)* - | \$ | | 8,975.00 |

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

** \$400.00 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 Dollars (\$400.00) 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 \$400.00.

SCHEDULE "A" - cont'd

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 Secretary/School Business Administrator and those charged with supervisory responsibility, approved by the Board.

ARON,
LL & SALSBERG
COUNSELLORS AT LAW
591 SUMMIT AVENUE
EV CITY, NEW JERSEY 07306

SCHEDULE "B"

SALARY GUIDE FOR CUSTODIANS EMPLOYED
BETWEEN JULY 1, 1982 and JUNE 30, 1983
EFFECTIVE JULY 1, 1982

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

| | | | | |
|--------------------------|---|----|-----------|-----------|
| Starting | - | \$ | 10,775.00 | |
| 1st step | - | \$ | 11,225.00 | |
| 2nd step | - | \$ | 11,675.00 | |
| 3rd step | - | \$ | 12,175.00 | |
| 4th step | - | \$ | 12,675.00 | |
| 5th step | - | \$ | 13,175.00 | |
| 6th step | - | \$ | 15,075.00 | |
| (After 15 yrs. service)* | - | \$ | | 15,375.00 |
| (After 20 yrs. service)* | - | \$ | | 15,700.00 |
| (After 25 yrs. service)* | - | \$ | | 16,075.00 |

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

| | | | | |
|--------------------------|---|----|-----------|-----------|
| Starting | - | \$ | 10,275.00 | |
| 1st step | - | \$ | 10,725.00 | |
| 2nd step | - | \$ | 11,175.00 | |
| 3rd step | - | \$ | 11,675.00 | |
| 4th step | - | \$ | 12,175.00 | |
| 5th step | - | \$ | 12,675.00 | |
| 6th step | - | \$ | 14,575.00 | |
| (After 15 yrs. service)* | - | \$ | | 14,875.00 |
| (After 20 yrs. service)* | - | \$ | | 15,200.00 |
| (After 25 yrs. service)* | - | \$ | | 15,575.00 |

Custodial Aides (Custodian-D)

| | | | | |
|--------------------------|---|----|----------|-----------|
| Starting | - | \$ | 7,550.00 | |
| 1st step | - | \$ | 7,800.00 | |
| 2nd step | - | \$ | 8,050.00 | |
| 3rd step | - | \$ | 9,150.00 | |
| (After 15 yrs. service)* | - | \$ | | 9,450.00 |
| (After 20 yrs. service)* | - | \$ | | 9,775.00 |
| (After 25 yrs. service)* | - | \$ | | 10,150.00 |

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

** \$400.00 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 Dollars (\$400.00) 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 \$400.00.

SCHEDULE "B" - cont'd

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 Secretary/School Business Administrator and those charged with supervisory responsibility, approved by the Board.

SCHEDULE "C"

HEAD CUSTODIAN ADDITIONAL COMPENSATION

| | <u>1981-82</u> | <u>1982-83</u> |
|---------------------------------|----------------|----------------|
| Perth Amboy High School | \$1,320.00 | \$1,452.00 |
| Perth Amboy High School (Asst.) | 803.00 | 883.00 |
| McGinnis School | 968.00 | 1,065.00 |
| Shull School | 858.00 | 944.00 |
| #2, #10, Flynn, Admin. Hdqts. | 451.00 | 496.00 |
| #1, #5, #7, Galvin Schools | 231.00 | 254.00 |