

AGREEMENT

between

PERTH AMBOY BOARD OF EDUCATION

and

PERTH AMBOY SCHOOL ADMINISTRATORS'

and

SUPERVISORS' ASSOCIATION

X July 1, 1985 - June 30, 1987

T A B L E O F C O N T E N T S

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	
	WITNESSETH	2
I	RECOGNITION	3
II	NEGOTIATION PROCEDURE	4
III	GRIEVANCE PROCEDURE	5
IV	RIGHTS, PRIVILEGES, AND RESPONSIBILITES	12
V	EMPLOYMENT	13
VI	DUES DEDUCTION	32
VII	REDUCTION IN FORCE	33
VIII	BOARD'S RIGHTS	34
IX	FULLY BARGAINED PROVISIONS	36
X	MISCELLANEOUS PROVISIONS	37
APPENDIX A - SALARY GUIDE - Effective, July 1, 1985		38
APPENDIX B - SALARY GUIDE - Effective, July 1, 1986		40

ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
684 PASSAIC AVENUE
NUTLEY, NEW JERSEY
07110-1231

PREAMBLE

THIS AGREEMENT entered into this 24th day of September , 1986 by and between the Board of Education of the School District of Perth Amboy, County of Middlesex, a Municipal Corporation of the State of New Jersey hereinafter called the "Board," and the Perth Amboy School Administrators' and Supervisors' Association, hereinafter called the "Association."



W I T N E S S E T H

WHEREAS, The Board is required, pursuant to Chapter 303, Public Laws 1968, as amended and supplemented by Chapter 123 of the Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
584 PASSAIC AVENUE
NUTLEY, NEW JERSEY
07110-1231

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and the exclusive bargaining agent pursuant to Chapter 303 of 1968 Laws of the State of New Jersey as amended and supplemented by Chapter 123 of the Laws of 1974, known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment for all full-time principals, vice principals, supervisors and certificated directors, excluding all other employees of the Board of Education.
- B. Unless otherwise indicated, the term "member" when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit represented by the Association.

ARTICLE II
NEGOTIATION PROCEDURE

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.

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ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by a member of the unit above defined that there has been to him a personal loss, injury, or inconvenience because of an interpretation, application or violation of policies, agreement and administrative decisions affecting 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 matter which according to law is limited to action by the Board alone, or (4) a complaint of a nontenured member which arises by reason of his not being reemployed or (5) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated in writing by the member within twenty (20) calendar days from the time when the member knew or should have known of its occurrence, and failure to act shall constitute abandonment.

- B. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
2. Any member who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the member, he shall initiate a grievance in writing to the immediate superior within the twenty (20) calendar day period above specified, specifying:
- (a) the nature of the grievance, specifying the section of the Agreement or Board policy, where applicable, 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.
 - (e) the remedy being sought.

The immediate superior shall communicate his decision to the member in writing within five (5) school days of receipt of the written grievance.

4. (a) The member, no later than five (5) school days after receipt of the immediate superior's decision, may appeal to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; but in the event that the matter comes to the Superintendent during his vacation period, then he shall resolve the matter within two (2) calendar weeks after his return from vacation. The Superintendent shall communicate his decision in writing to the member and the immediate superior.
- (b) If the matter comes before the Superintendent during his vacation period, and if he has not appointed a designee to hear such grievance, and

if irreparable harm will result to the grievant, the Association may submit the grievance to the Board through the Board Secretary.

5. If the grievance is not resolved to the member's satisfaction, no later than five (5) calendar days after receipt of Superintendent's decision, he may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board within five (5) calendar days 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 member and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the member and the member wishes review by a third party, he shall so notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision.

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

1. the aggrieved and his representative shall, within the ten (10) school day period, above defined, request the Public Employment

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Relations Commission (P.E.R.C.) 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 P.E.R.C. for the selection of an arbitrator.

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

(c) Rights of Members to Representation

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

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

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

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

C. Costs

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

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

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ARTICLE IV

RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

- A. 1. The Board shall mail to the Association a copy of the official minutes of each official meeting of the Board at the same time as the official minutes are forwarded to members of the Board.
2. When and as members of the Board are notified of regular or special meetings of the Board, the president of the Association shall also be notified.
- B. The Association may call meetings in each school, subject to adequate notice and approval from the Superintendent. Such meeting shall not interfere with normal school activities and the Superintendent shall not unreasonably refuse approval.
- C. When the parties schedule a negotiating session during the normal school day, the members of the Association negotiating team, not to exceed two (2) [no more than one (1) from any school], shall suffer no loss in pay.
- D. The Association shall have the right to use school equipment at reasonable times when the equipment is not otherwise in use. Such usage shall not be unreasonably exercised. The Association shall use its own materials and supplies.

ARTICLE V

EMPLOYMENT

- A. All members of the bargaining unit shall comply with the rules and regulations of the Board of Education and as they are changed from time to time governing the duties and functions of their position.
- B. All principals, vice principals, directors and supervisors shall report for work twenty (20) minutes before teachers within their buildings (8:30 A.M. for supervisors in the central office) and remain on duty thirty (30) minutes after teachers leave.
- C. During the summer months, one of the high school vice principals, to be designated by the Superintendent, shall serve as principal of the summer school.
- D. The middle vice principals shall be assigned a twelve (12) month working schedule. Their assignment during the summer months will be at the discretion of the Superintendent.
- E. Salary guides for members of the bargaining unit are attached as Appendices A and B and made a part of this Agreement.

- F. Members will receive the sum of not more than four hundred-fifty (\$450.00) dollars per year in repayment of tuition for course credit for graduate courses taken for professional improvement and having the prior approval of the Superintendent. The stipend shall be paid after presentation to the Superintendent of a transcript indicating a grade of "C" or better and a receipt for money expended, however, such stipend shall not be paid for any courses required for basic administrative certification. The maximum of \$450.00 shall increase to \$485.00 in 1986-87.
- G. Supervisors and directors whose responsibility is at more than one school shall receive an automobile allowance of five hundred seventy-five (\$575.00) dollars per year and be compensated twenty-eight (\$.28) cents per mile for approved out of city mileage.
- H. Sick Leave
1. Members 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 members - ten (10) days
- (b) Eleven month members - eleven (11) days
- (c) Twelve month members - twelve (12) days

2. Personnel employed for more than twenty (20) years by the Perth Amboy Board of Education and members employed by the Board who have twenty (20) years of accumulated public school teaching experience and who, unless expressly waived by the Board upon the recommendation of the Superintendent, have been so engaged for over two (2) years next preceding their employment by the Perth Amboy Board of Education shall be allowed full pay and shall accumulate a maximum of unused sick leave, in any year as follows:

- (a) Ten month members - fifteen (15) days
- (b) Eleven month members - sixteen and on-half (16-1/2) days sick leave, fifteen (15) of which are cumulative
- (c) Twelve month members - eighteen (18) days, fifteen (15) of which are cumulative

3. Any member whose sick leave exceeds the annual 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 member, and 1/240ths of a twelve (12) month member.

4. Members absent from school because of accidental injury arising out of or in the course of employment shall receive full salary and all other benefits as if they were present on condition that they turn over to the Board all monies received from the compensation carrier of the Board for temporary disability. It is expressly understood that all money received for permanent disability shall be retained by the member.
5. The Superintendent of Schools may require a member to furnish a physician's certificate of illness before allowing pay for days absent on account of personal illness, and in each case in which he does not require a physician's certificate, he shall require the member to furnish a signed statement certifying to personal illness which shall be made on official forms prepared by the Superintendent of School and shall be kept on file.
6. The rules governing sick leave pay of members who are absent on account of illness shall apply to the cases of members who are unable to report for duty on the first day of school at the beginning of the school

year. Members who are unable to report for duty on the first day of school due to personal illness shall notify the Superintendent of Schools and shall furnish a physician's certificate.

7. Members hired on or after October 1st of any school year shall have their sick days prorated at the rate of one (1) day per full month of service.

I. Personal Leave Days

1. All members are entitled to nonaccumulative personal leave days, if the reasons for such request is approved in advance by the Superintendent at his discretion, subject to the following restrictions:
 - (a) Except in the event of an emergency making such notice impossible, at least twenty-four (24) hours notice shall be given.
 - (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 member 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) Such leave days will be used for personal business normally unable to be completed after normal working hours and will not be used as additional vacation, holiday, nor for an concerted activity.

J. Maternity Leave

1. Any female member upon becoming aware of a pregnancy shall promptly report same in writing to the Superintendent of Schools and also state the expected date of birth.
2. Said member need not apply for a leave of absence but may apply for a leave of absence at her own discretion which will not be denied by the Board upon proof of pregnancy. Said voluntary leave of absence 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 member must return to work at the commencement of the following school year.

3. (a) A member not applying for a leave of absence and who continues to work shall upon the sixth month of pregnancy present a certificate of physical fitness from her doctor. A new certificate shall be submitted at the beginning of the seventh month and every two weeks thereafter until the ninth month, at which time a certificate shall be submitted weekly.
- (b) Member agrees to submit to medical examination by a physician of the Board's choice whenever the Board requests same. Board agrees, however, that it will not request its own medical examination unless it has concluded through its supervisory personnel that it believes that the member is physically not capable of performing her duties or that her physical well being is endangered. The Board's conclusion through its personnel in this respect shall be final.

4. The Superintendent of Schools shall not remove any tenured member or nontenured member 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 Superintendent has found that her work performance has noticeably declined by reasons of the pregnancy, but before relieving her of her duties, the Superintendent of Schools shall give the said member an opportunity to be heard on the matter. The Superintendent's decision may be appealed from as provided for in the Grievance Procedure.

(b) The pregnant member cannot produce a certificate from her physician that she is medically able to continue working.

(c) The Board of Education's physician and the member's physician agree that she cannot continue working or that she is not yet ready to come back for work, provided, however, that is if there is a difference of medical opinion between the two physicians, then they shall agree in good faith upon a third impartial physician who shall examine the member and whose medical opinion shall be conclusive and binding on the issue of medical

capacity to continue or resume working. The fee of the third impartial physician shall be borne equally by the Board and the member.

(d) Any other just cause.

5. Any member, limited to one (1) per family employed by the Board, who adopts an infant shall be eligible for a maternity leave if he/she so requests, not to exceed eighteen (18) months.
6. All maternity leave, voluntary or involuntary, shall be without pay.
7. A non-tenured member shall not be entitled to a leave of absence beyond the contract school year in which the leave was obtained.

K. Military Leave

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

18A:6-33 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 employment 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 army corps, 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, reemployment 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 reemployment, 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.L. 1942, c. 119)' approved April 21, 1944 (P.L. 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 provided for

ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
684 PASSAIC AVENUE
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07110-1231

leaves of absence to join military or naval service of the United States after July 1, 1949 and saves their tenure pension and other employment rights.)"

L. Peace Corps, Teacher's Corps, Vista

Members may receive a leave of absence of not more than two (2) school years without pay to serve in the Peace Corps, the Teacher Corps or Vista. Upon their immediate return to the Perth Amboy Schools System no later than the beginning of the school year following termination of said service, they shall be placed on the salary scale at that position they would have normally achieved if they had not been on leave.

M. Sabbatical Leave

1. Sabbatical leave shall not be granted for the purpose of engaging in gainful occupations or for the study of another trade or profession.

2. A sabbatical leave of absence may be granted by the Board to any member as defined in the salary guide, employed by the Board serving on an annual salary, for the purposes of study or travel in accordance with these rules:

(a) Study as here used shall mean study at an institution of higher learning. Evidence of matriculation shall be submitted by applicants to

the Superintendent of Schools. Courses to be taken by applicants during their sabbatical leave shall be subject to the approval of the Superintendent of Schools. Not less than eight (8) points of college credit shall be taken during each semester of the sabbatical leave beginning September 1st and ending June 30th. A leave may be taken for the purpose of writing a dissertation for a doctor's degree.

(b) Travel, as used here, requires the applicant to travel for specific educational and cultural purposes. A proposed itinerary shall be submitted for approval of a recommendation to the Board of Education by the Superintendent. A report shall be submitted to the Superintendent after completion of sabbatical leave.

3. In order to be eligible for a first sabbatical leave for study or travel, a member shall have served in the Perth Amboy Schools for at least seven (7) consecutive years immediately preceding the beginning of the proposed sabbatical leave. A member who shall have had a sabbatical leave for study or travel may apply for a second sabbatical leave for study or travel not earlier than seven (7) years from the close of the first

sabbatical leave provided these seven (7) years represent seven (7) consecutive years of teaching in the Perth Amboy Public Schools.

4. Application for sabbatical leave shall be submitted to the Board through the Office of the Superintendent of Schools on official forms prepared for that purpose and shall be for a period of not less than three (3) months nor more than one (1) year. Applications for sabbatical leave must be submitted to the Superintendent of Schools not later than sixty (60) days prior to the first day of the leave of absence.
5. Applications shall be considered in the order of their receipt in the Superintendent's office, however, not more than one (1) principal or vice principal, and one (1) supervisor or certified director shall be on sabbatical leave during any one semester.
6. Requests for withdrawal of application for sabbatical leave must be in the office of the Superintendent of Schools not less than thirty (30) days prior to the first proposed day of the leave of absence.
7. Within one (1) month after resumption of service following the termination of a sabbatical leave for study or travel, each member shall submit to the

Superintendent of Schools, on a form provided for that purpose, a report on the manner in which the sabbatical leave was spent.

8. A member granted a sabbatical leave shall receive one-half (1/2) of the salary which he or she would have received, if working.
9. Any and all rights and privileges including salary increments to which a member in regular employment is entitled shall not be forfeited or impaired by reason of sabbatical leave, but shall be in full force and effect.
10. If a sabbatical is interrupted by serious accident or illness, this fact shall not prejudice the member against receiving all benefits provided for under the terms of the sabbatical provided the Superintendent was notified of the accident or illness by registered mail within ten (10) days of its occurrence.
11. If a member on sabbatical leave ascertains she is pregnant, she shall report this fact to the Superintendent immediately and shall be transferred to maternity leave as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

N. 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 member, mother-in-law, father-in-law or the death of any person who has lived in the home of the member for some time preceding death, as a member of the household) such member shall be excused, without loss of pay, for a period not exceeding one (1) calendar week. This allowance shall not extend beyond the seventh (7th) day following the date of death. In case of death of aunts, uncles, brothers-in-law, sisters-in-law, nieces or nephews of any member, such member shall be excused without loss of pay for a period not to exceed two (2) school days, provided the two (2) days come within five (5) days following the date of death.

O. Quarantine

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

P. Members may be permitted, with pay, to attend the funeral services of a deceased teacher from their own school faculty or of a member from another school; however, it shall be the

sole discretion of the Superintendent concerning the number to be released and the specific staff members to be released.

Q. Absence for Attendance at Educational Meetings

The Superintendent of Schools may, at his discretion, allow members to attend educational meetings with pay. Upon return from approved educational meetings, the member shall file a written report to the Superintendent of Schools within three (3) school days.

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

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

- S. A member who has first requested an exemption for jury duty and had been refused, shall suffer no loss in pay for jury duty.
- T. The Board will continue to provide that which is required by law to any member required to take a selective service examination.
- U. The Board will continue to provide that which is required by law to any member on temporary active reserve duty.
- V. Extension of Leave of Absence

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

1. The Board shall continue its present insurance coverage which includes dependents and amount of payment made on behalf of the members. Major Medical Lifetime Maximum Coverage shall be One Million Dollars.
2. The Board shall provide eye examination and eyeglasses insurance.
3. It is the responsibility of the member to report in writing any changes in his or her marital status or number of dependents for insurance records and if the

member has not made such written report, the Board is relieved of all insurance liability in reference to such insured coverage.

- W. Members may begin their vacation two (2) weeks after the closing of the schools with the prior approval of the Superintendent. The total number of vacation days shall be computed each year as equivalent to the number of work days which fall between July 16th and August 15th inclusive.
- X. 1. Administrators and supervisors 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: 50% of unused accumulated sick leave up to a maximum of seven thousand (\$7,000.00) dollars during 1985-86, or seven thousand five hundred (\$7500.00) dollars during 1986-87.
2. Retirees may elect to receive their lump sum payment for reimbursement of accumulated sick leave up to seven (7) months after their effective date of retirement provided said member retires at the conclusion of the school year. Members 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. Members 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. Members applying for a deferred retirement will be eligible to receive compensation for unused sick days in accordance with the provisions as described above which are also in effect at the time employment terminates. Payment will be rendered to member on the date he/she is termed eligible to receive pension payments as certified by the Teachers' Pension & Annuity Fund or the Public Employees' Retirement System. It is the responsibility of the member to provide proof of pension certification to the Board of Education office in order to receive compensation.
4. Upon the death of a member, the member's beneficiary shall receive the amount due to the member under this sick leave reimbursement clause, provided that the member had worked twenty (20) or more years in the Perth Amboy School System.

ARTICLE VI
DUES DEDUCTION

- A. The Board agrees to continue the practice of deducting from the salary of the member dues for the Association. Such members must voluntarily authorize the Board to make such deductions on the proper form provided and such monies shall be transmitted to the Association. In the event dues deductions are not made due to clerical errors, the Board will be so notified by the Association and proper action will be taken the following month.
- B. The Board of Education shall pay up to two hundred seventy (\$270.00) dollars per year towards the cost of national and state dues for Principals and Supervisors Association. This amount shall increase by an additional fifteen (\$15.00) dollars to two hundred eighty-five (\$285.00) dollars in 1986-87.
- C. The Association agrees to save the Board harmless once said monies so deducted shall be transmitted to the Association and relieves the Board and all its officers from any liability therefore.

ARTICLE VII
REDUCTION IN FORCE

The Board shall be bound by the seniority provisions contained in the law concerning reduction in force. Any dispute by a member concerning the implementation of these provisions shall be raised exclusively before the Commissioner of Education.

ARTICLE XI
BOARD RIGHTS

In addition to Board rights otherwise described herein, the Board reserves, but is not limited to, the following additional rights, subject to the language of the Agreement and applicable laws and regulation.

- A. The right to direct the members of the school district.
- B. To hire, promote, transfer, assign, and retain members in positions in the school district and to suspend, demote, or discharge. Any other disciplinary action may be taken upon just cause.

Except in cases of emergency or vacancy, any Administrator or Supervisor involuntarily transferred or reassigned shall be notified by July 1st for a position which he/she shall be required to assume any time between July 1st and September 1st.

- C. To relieve members of duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the school district operations entrusted to them.

- E. To determine the methods, means and personnel by which operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARON, SALSBERG
& ROSEN
COUNSELLORS AT LAW
684 PASSAIC AVENUE
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07110-1231

ARTICLE IX

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

- A. All members of the unit shall be required to indicate their presence for duty by placing their initials opposite their name in the appropriate faculty roster of their regularly assigned school or office. However, should any member elect to initially report to any other school at the beginning of the school day or leave from any other school at the end of the school day, said member shall be required to make the appropriate communication to that member's regularly assigned school. In addition, if any member of the unit moves from one school to another during the school day, said member shall be required to indicate the time of arrival and departure for each school visited.
- B. In most cases where new personnel are being considered for employment, the Principal or Supervisor to whom the prospective member will be reporting will participate in the screening process of applicants and his recommendation will be considered when applicable. The Board retains the right to determine who will be hired in all instances.
- C. If any provision of this Agreement or any application of this Agreement to any members or group of members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its term, shall be controlling.

E. Any member who maintains perfect attendance during any school year covered by this Agreement (excluding professional days or death-in-family days) shall receive a bonus of two hundred (\$200.00) dollars, payable the following year.

F. The duration of this Agreement shall be from July 1, 1985 to June 30, 1987.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Perth Amboy, New Jersey, this 24th day of September, 1986.

PERTH AMBOY SCHOOL ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION

By: Robert S. Estok
Chairman, Negotiating Committee

By: Alvin Mattes
President

PERTH AMBOY BOARD OF
EDUCATION

By: Edmund Hmelicki
President

By: John M. Coder
Secretary

APPENDIX A
SALARY GUIDE
EFFECTIVE JULY 1, 1985

- A. This salary guide shall be in lieu of any and all salaries, increments, or other forms of compensation.
- B. The 1985-86 Administrative base salary shall be thirty-four thousand three hundred twenty (\$34,320.00) dollars.
- C. The Administrative base salary shall be multiplied by the appropriate ration as shown in Paragraph "E" of this Appendix.
- D. Notwithstanding Paragraph "C" above, no raise to any bargaining unit member during 1985-86 shall be more than fifty-seven hundred dollars (\$5,700.00) per year.
- E.

1985-86 RATIOS

<u>Position</u>	<u>(MINIMUM)</u>				<u>MAXIMUM</u> Step 5	<u>Term of</u> <u>Employment</u>
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>		
H.S. Principal	1.40	1.45	1.50	1.60	1.65	12 mos.
M.S. Principal	1.25	1.30	1.35	1.40	1.48	12 mos.
Elem. Principal	1.18	1.23	1.28	1.33	1.38	12 mos.
H.S. Vice-Principal	1.18	1.23	1.28	1.33	1.38	12 mos.
M.S. Vice-Principal	1.15	1.20	1.23	1.28	1.31	12 mos.
Directors	1.20	1.25	1.30	1.35	1.40	12 mos.
Supervisors	1.05	1.10	1.15	1.20	1.25	10 mos.

- F. All advancements on the guide, including annual increments and raises as set forth in salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of teach employee by the Superintendent and those charged with supervisory responsibility, and approved by the Board.
- G. All individuals designated as twelve (12) month employees will have a one (1) month vacation as described in Article V, Paragraph W of this Agreement. Should the parties agree

DN. SALSBERG
& ROSEN
ATTORNEYS AT LAW
PASSAIC AVENUE
MORRISTOWN, NEW JERSEY
07110-1231

to change any twelve (12) month position to a ten (10) month position, the ratio set forth for that position shall be reduced by .10.

- H. Initial salaries of the above positions shall be determined by the Board based upon types and degrees of prior experiences and qualifications.

APPENDIX B
SALARY GUIDE
EFFECTIVE JULY 1, 1986

- A. This salary guide shall be in lieu of any and all salaries, increments, or other forms of compensation.
- C. The 1986-87 Administrative base salary shall be thirty-six thousand seven hundred twenty (\$36,720.00) dollars.
- D. The Administrative base salary shall be multiplied by the appropriate ration as shown in Paragraph "E" of this Appendix.
- D. Notwithstanding Paragraph "C" above, no raise to any bargaining unit member during 1986-87 shall be more than fifty-seven hundred dollars (\$5,700.00) per year.
- E.

1986-87 RATIOS

<u>Position</u>	(MINIMUM)					MAXIMUM	Term of Employment
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>		
H.S. Principal	1.40	1.45	1.50	1.60	1.65	12 mos.	
M.S. Principal	1.25	1.30	1.35	1.40	1.48	12 mos.	
Elem. Principal	1.18	1.23	1.28	1.33	1.38	12 mos.	
H.S. Vice-Principal	1.18	1.23	1.28	1.33	1.38	12 mos.	
M.S. Vice-Principal	1.15	1.20	1.23	1.28	1.31	12 mos.	
Directors	1.20	1.25	1.30	1.35	1.40	12 mos.	
Supervisors	1.05	1.10	1.15	1.20	1.25	10 mos.	

- F. All advancements on the guide, including annual increments and raises as set forth in salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of teach employee by the Superintendent and those charged with supervisory responsibility, and approved by the Board.
- G. All individuals designated as twelve (12) month employees will have a one (1) month vacation as described in Article V, Paragraph W of this Agreement. Should the parties agree



to change any twelve (12) month position to a ten (10) month position, the ratio set forth for that position shall be reduced by .10.

- H. Initial salaries of the above positions shall be determined by the Board based upon types and degrees of prior experiences and qualifications.

