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A G R E E M E N T

BOARD OF EDUCATION OF PERTH AMBOY

and

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

PERTH AMBOY ADULT AND CONTINUING EDUCATION CENTER

1975 - 1977

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AGREEMENT

THIS AGREEMENT entered into this 1st day of September, 1975 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 Adult and Continuing Education Center full time day employees, hereinafter called the "PAACEC".

ARTICLE I RECOGNITION

A. The Board recognizes the Federation as the sole and exclusive bargaining agent pursuant to Chapter 303 of 1968 Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment for all full time day employees of the PAACEC, but excluding custodians, confidential employees, part time employees, and employees in an administrative or supervisory capacity.

B. The Federation accepts the requirement of the above-named act to represent equally all members of the above-defined unit.

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, age, sex, or 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 complaint by an employee that there has been a violation, misinterpretation, or inequitable application of the provisions of the

Agreement, except that 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 of the Board alone. A grievance to be considered under this procedure must be initiated in writing by the teacher within thirty (30) calendar days from the time when 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 to be acceptance of the decision rendered at that step.
2. Any employee who has a grievance shall discuss it first with his director or 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 employee, he shall initiate a grievance in writing to the director or immediate superior within the forty-five (45) calendar day period above specified, specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the results of previous discussions
 - (d) his dissatisfaction with decisions previously rendered

The Director or immediate superior shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.

4. (a) The employee, no later than five (5) school days after receipt of the director or 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 director or 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 employee and the director or 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 Federation may submit the grievance to the Board through the Board Secretary.

5. If the grievance is not resolved to the employee's satisfaction no later than five (5) school 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 after 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 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 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.

(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.

10. Grievances arising from the written or verbal directive of any supervisor or administrator may be first discussed with, or submitted to, the Superintendent.
11. 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.

ARTICLE IV FEDERATION RIGHTS

- A. 1. During the term of this Agreement a Federation Representative may have the right, after giving adequate notice to his own, and subsequent principals, or in the event of unavailability of principal then principal's office, to visit the Adult and Continuing Education Center, but nothing herein shall permit said official to interrupt teachers during teaching periods.
- B. 1. A copy of the official minutes of each official meeting of the Board will be given to the EAACEC representative.
2. When and as members of the Board are notified of regular or special meetings of the Board, the Representative of the EAACEC shall also be notified.

- B. 1. All employees shall be observed, and conferences shall be held with them concerning written evaluations, a minimum of twice a year, no later than January 1 and April 1.
2. The Director's copy of any written evaluation of an employee which is either shown to or discussed with the employee shall be signed by that employee. Such signature shall signify that the employee is aware of the contents of the evaluation. Signature shall not constitute approval or disapproval of the contents of evaluation. In the event the employee refuses to sign the evaluation, the Director shall so note on the evaluation.
3. Formal written evaluations that are submitted to the office of the Superintendent shall be signed by the evaluator.
4. If the employee so desires, he may make a written response to the evaluation and such response shall be attached to the filed evaluation.
5. The employee may have a copy of his written evaluation if he so requests.
6. An employee who is not granted a contract may request a meeting with the Superintendent who shall meet with the teacher within a reasonable time after receipt of the request. If dissatisfied with the meeting with the Superintendent, such employee may request a meeting with the Board or a committee thereof for the sole purpose of explaining his position concerning such failure to be offered a contract. The Board may, but shall not be required to respond other than to affirm or deny their position.
7. Employees of the RAACHC have all rights and privileges granted to such employees by law.
- C. All classroom evaluations and observations shall be made openly and with full knowledge of the employee.
- D. Prior to June 1, the Federation shall meet with the Director and submit its recommendations for the school calendar for the following school year, but excluding funded programs that have the sole authority to set the school calendar for its program, such as Federally/State sponsored Manpower programs.

ARTICLE VI
JOB POSTING

- A. Vacancies and promotional opportunities system-wide will be posted in the Adult school.

ARTICLE VII
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 1975-76 school year.
- B. Annexed hereto and made a part hereof, as if fully set forth, is the salary guide, marked Schedule "B" for the 1976-77 school year.
- C. Employees on the payroll as of September 1, 1975 shall be placed on the appropriate Step of the salary guide based upon their previous work experience in the PAACEC.

Teachers and Secretary-Bookkeepers shall receive \$.07 per hour for each full month of previous experience in the PAACEC.

Aides shall receive \$.03 per hour for each full month of previous experience in the PAACEC.

- D. When requested by the Board, employees will receive up to one hundred twenty-five dollars (\$125.00) as repayment of tuition for graduate courses taken for professional improvement beyond basic state certification requirements. 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 a stipend shall not be paid for any courses required for basic teacher certification.

ARTICLE VIII
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:

6. Teachers hired on or after September 1 of any school year shall have their sick days pro-rated at the rate of one day per full month of service.

B. Personal Leave Days

1. All employees are entitled to three (3) non-accumulative personal leave days 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 24 hours, and more if possible, of notice shall be given in order to provide for substitutes.

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

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

(d) 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

7. The Superintendent of Schools 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 Superintendent has found that her work performance has noticeably declined by reason of the pregnancy; but before relieving her of her duties, the Superintendent of Schools shall give the said employee an opportunity to be heard on the matter. Any other just cause as a result of her condition. The Superintendent'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 Superintendent feels that she cannot continue working or that she is not yet ready to come back to work, the Superintendent shall select a physician from a list of physicians submitted to the Superintendent by the Federation, fifty percent (50%) 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.

8. Any employee who adopts an infant shall be eligible for a maternity leave if she so requests, not to exceed 18 months. This provision can only apply to one member of a family.

D. Military Leave

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

ISA:6-33 TENURE, PENSION AND OTHER EMPLOYMENT RIGHTS
IN MILITARY AND NAVAL SERVICE SAILED

L. 1944, c.226, p. 765, entitled, "An Act concerning persons holding certain offices, positions and

F. 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, or the death of any person who has lived in the home of the employee for some time preceeding 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-law, sisters-in-law, mother-in-law, father-in-law, nieces or nephews of any employee, such employee shall be excused without loss of pay for a period not to exceed two school days, provided the two days come within five (5) days following the date of death.

G. Quarantine

Employees absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action. In case of inoculations of students with a live virus initiated or administered by either a national, state, county or local health organization, any pregnant employee upon submission of a physician's certificate shall be permitted to leave during the incubation period without any loss of sick leave or pay.

H. Employees may be permitted, with pay, to attend the funeral services of a deceased employee from their own school faculty; however, it shall be the sole discretion of the Superintendent concerning the number to be released and the specific staff members to be released.

I. Absence for attendance at Educational Meetings

The Superintendent of Schools may, at his discretion, allow employees to attend educational meetings with pay.

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

1. The employee'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 employee's director or immediate superior.
 3. Within 3 days after the visit, the employee shall make a written report of the visit in duplicate, one copy for his director or immediate superior, and one for the Superintendent of Schools.
- K. An employee who has first requested an exemption for jury duty and had been refused, shall suffer no loss in pay for jury duty.
- L. The Board will continue to provide that which is required by law to any employee required to take a selective service examination.
- M. The Board will continue to provide that which is required by law to any employee on temporary active reserve duty.
- N. 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.

ARTICLE IX VACATIONS

- A. As per policy now in effect, twelve month Secretary-Bookkeepers and Clerk-Typists covered by this Agreement shall receive three (3) weeks vacation upon completion of one year. Less than one year shall be prorated, as per policy now in effect.
- B. Vacation period will be subject to the approval of the Superintendent.

- B. Effective September 1, 1975, in accordance with Chapter 233, Laws of 1969, the following form shall be used for dues check off for the Federation:

TO: Secretary, Board of Education, School District
of Perth Amboy

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 notice of withdrawal as of the 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 secretary 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 all its officers from any liability therefor.

DATED _____

Signature _____

School _____

Social Security # _____

Mailing Address _____

ARTICLE XII

MISCELLANEOUS

- A. Employees reporting their absences due to illness will use same method as indicated in existing agreement.
- B. All personnel shall use the following procedure to report absences:

I. The following will be considered paid holidays:

Labor Day	New Years Day
Columbus Day	Lincoln's Birthday
Election Day	Washington's Birthday
Veterans Day	Good Friday
Thanksgiving Day	Easter Monday
Thanksgiving Friday	Memorial Day
Christmas Eve	July 4 for 12 month employees
Christmas Day	

ARTICLE XIII

NEGOTIATING PROCEDURE

The parties agree to commence negotiations in accordance with the requirements of Chapter 303 of the Laws of 1969 as amended and supplemented by Chapter 123 of the Laws of 1974.

ARTICLE XIV

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.

ARTICLE XV

DURATION

The period covered by this Agreement is from September 1, 1975 to June 30, 1977.

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:

Frank M. Smith
Secretary

BY Edmund H. Hincle, Jr.
VICE President

ATTEST:

PERTH AMBOY FEDERATION OF TEACHERS
LOCAL #357, AFT, AFL-CIO as sole
and exclusive bargaining agent
for all PAACEC full time day
employees.

Roselle A. Newman

BY Richard J. Johnson - Pres.

BY Sandra P. White

SCHEDULE A
PERTH AMBOY PUBLIC SCHOOLS
SALARY GUIDE FOR FULL-TIME DAY EMPLOYEES
OF THE
PERTH AMBOY ADULT AND CONTINUING EDUCATION CENTER
EFFECTIVE SEPTEMBER 1, 1975

Teachers with Master's Degree

Starting - \$7.50 per hour
1st step - \$8.25 per hour
2nd step - \$9.00 per hour

Teachers

Starting - \$7.00 per hour
1st step - \$7.75 per hour
2nd step - \$8.50 per hour

Aides

Starting - \$4.00 per hour
1st step - \$4.25 per hour
2nd step - \$4.50 per hour

Secretary/Bookkeeper

Starting - \$4.00 per hour
1st step - \$4.75 per hour
2nd step - \$5.50 per hour

Clerk Typist

Starting - \$3.00 per hour
1st step - \$3.50 per hour
2nd step - \$4.00 per hour

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 professional competence, the performance of duties assigned and record of attendance of each employee by the superintendent and those charged with supervisory responsibility, approval by the Board.

**SCHEDULE B
PERTH AMBOY PUBLIC SCHOOLS
SALARY GUIDE FOR FULL-TIME DAY EMPLOYEES
OF THE
PERTH AMBOY ADULT AND CONTINUING EDUCATION CENTER
EFFECTIVE SEPTEMBER 1, 1976**

Teachers with Master's Degree

Starting - \$8.50 per hour
1st step - \$8.75 per hour
2nd step - \$9.50 per hour

Teachers

Starting - \$7.50 per hour
1st step - \$8.25 per hour
2nd step - \$9.00 per hour

Aides

Starting - \$4.20 per hour
1st step - \$4.45 per hour
2nd step - \$4.70 per hour

Secretary/Bookkeeper

Starting - \$4.20 per hour
1st step - \$4.95 per hour
2nd step - \$5.70 per hour

Clerk Typist

Starting - \$3.15 per hour
1st step - \$3.65 per hour
2nd step - \$4.15 per hour

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 professional competence, the performance of duties assigned and record of attendance of each employee by the superintendent and those charged with supervisory responsibility, approval by the Board.