

Frequently Called Telephone Numbers

related

Perth Amboy Federation/AFT
149 Kearny Ave.
Perth Amboy, NJ 08861
908-442-7788 office
908-442-9329 FAX

President Donna M. Chiera
District Rep. Norm Tankiewicz
908-223-3857 home
908-826-3923 home

New Jersey State
Federation of Teachers
1432 Brunswick Ave.
Trenton, NJ 08638
609-393-2500 office
609-393-5463 FAX

NJSFT Field Services
Director John P. Fallan
144 Rector St.
Perth Amboy, NJ 08861
908-826-8056 home

American Federation of Teachers
555 New Jersey Ave., NW
Washington, DC 20001
AFT Travel
1-800-238-1133
202-879-4424

-related

Board office
908-826-3360
908-826-2644 FAX

Substitute Service
Dr. Jack DeFalvo
Superintendent
908-826-1845
908-681-8008 home

Agreement

between

The Board of Education

of the

City of Perth Amboy New Jersey

and

Perth Amboy Federation/AFT Local 857, AFT,NJSFT, AFL-CIO

covering

*Terms and conditions of employment
for certificated and non-certificated personnel*

July 1, 1993 - June 30, 1996



A Message To The Staff

We are pleased to present you with a copy of the collective bargaining agreement that will be in effect through June 30, 1996. It is the first agreement for the consolidated unit; this one document outlines the terms and conditions affecting all employees represented by the AFT in Perth Amboy.

While this bargaining round was marked by uncertainty and major differences of opinion and position, the parties worked hard at reaching an ultimate resolution that would enjoy bilateral support. With that accomplished, we can turn our attention to a mutual priority: providing the finest possible educational settings and opportunities for the children we serve.

We urge you to read your new contract carefully, to be fully aware of your rights, benefits, working conditions and responsibilities as an employee of the Perth Amboy Public Schools. You will note that Section 1 contains all the common or general provisions that apply to all employees in the unit. Sections 2-6 contain the specific provisions that apply to the various affiliates of the unit.

We wish to commend and thank the members of our respective bargaining committees. They spent many hours at work on this agreement. Their desire and ability to maintain communication and to seek consensus ultimately led to settlement breakthrough.

Very truly yours,


Donna M. Chiera

President

Perth Amboy Federation/AFT


Carmen J. Fernandez

President

Perth Amboy Board of Education

DURATION

The period covered by this Agreement is from July 1, 1993 to June 30, 1996.

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.

Perth Amboy Federation/AFT

By: Donna M. Chera
President

Attest: Norman C. Tambone
District Rep.

Perth Amboy Board of Education

By: Louise Hernandez
President

Attest: [Signature]
Board Secretary

Table of Contents

<u>Section/Article</u>	<u>Title /topic</u>	<u>Page</u>
<u>Section 1</u>		
<u>Common provisions</u>		
	Recognition	1
Article I	Non-Discrimination	2
Article II	Grievance Procedure	2-8
Article III	Federation Rights	9-13
Article IV	General Conditions	14-20
Article V	Assignment, Transfers, Promotions	21-24
Article VI	Leaves of Absence	25-38
Article VII	Health Benefits	39-41
Article VIII	Dues Deduction	42-43
Article IX	Miscellaneous	44-48
Article X		
<u>Section 2</u>		
<u>Certificated staff provisions</u>		
Article I	Teacher salary guides	49-51
	Additional Compensation	52-54
	Extracurricular Compensation	55-56
	Coaches Compensation	57-58
Article II	Workyear	59
Article III	Workday	59-61
Article IV	Assignments/Transfers	62-63
Article V	Faculty Council	64-66
Article VI	ER&D, In-House credits	67
Article VII	Miscellaneous provisions	68-69
<u>Section 3</u>		
<u>Custodial staff provisions</u>		
Article I	General Conditions	70
Article II	Salaries and other benefits	71-73
Article III	Vacation provisions	74
Article IV	Miscellaneous provisions	75-77
<u>Section 4</u>		
<u>Secretarial staff provisions</u>		
Article I	Workday/workyear	78-79
Article II	Promotions and Vacancies	80-82
Article III	Holidays	83
Article IV	Vacations	84
Article V	Salary Provisions	85-86
Article VI	Miscellaneous	87

<u>Section/Article</u>	<u>Title/topic</u>	<u>Page</u>
<u>Section 5</u>	<u>School-Related staff provisions</u>	<u>PP. 88-93</u>
Article I	General Conditions	88-90
Article II	Miscellaneous	91
Article III	Salary Provisions	92-93
<u>Section 6</u>	<u>Paraprofessional staff provisions</u>	<u>PP. 94-97</u>
Article I	Employment	94-96
Article II	Salary Provisions	97

Section 1:

Contractual provisions that are commonly applicable to all certificated and non-certificated staff members represented by the Perth Amboy Federation/AFT and employed by the Perth Amboy Board of Education.

GENERAL/Common Provisions - All Federation Affiliates

AGREEMENT

THIS AGREEMENT entered into this 23rd day of September, 1993 by and between the BOARD OF EDUCATION OF PERTH AMBOY, NEW JERSEY, hereinafter called the "Board" and the PERTH AMBOY FEDERATION/AFT LOCAL 857, AFT, NJFSFT, AFL-CIO, hereinafter called the "Federation".

ARTICLE I

RECOGNITION

The Board recognizes the Federation as the sole and exclusive bargaining agent pursuant to Chapter 303 P.L. 1968 known as the N.J. Public Employer-Employee Relations Act and as amended by Chapter 123 P.L. 1974 concerning terms and conditions of employment for all full-time certified staff (teaching staff members), specifically excluding administrative and supervisory personnel, also including all full-time secretarial staff (excluding confidential secretaries), including all full-time custodians and custodial aides, all school-related personnel (bus drivers, bus attendants, community agents, attendance officers, couriers and stockroom clerks, food service workers and security personnel), all full-time adult and continuing education staff and all full-time paraprofessional staff (teacher aides). In accordance with applicable law, the Federation accepts the requirement to represent equally all members of the above defined bargaining unit.

ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III

GRIEVANCE PROCEDURE

Definition

1. 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, agreements and administrative decisions affecting them, 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 of 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 non-tenured teacher which arises by reason of his not being reemployed (non-tenured teachers have rights conferred by laws), or (5) a complaint by any employee occasioned by appointment to or lack of

appointment to, retention in or lack of retention in any position in which tenure cannot be acquired. The grievance procedure shall also be applicable with the Just Cause provision cited in section 1, Article X, E. A grievance to be considered under this procedure must be initiated in writing by the employee within forty-five (45) calendar days from the time when the employee knew or should have known of its occurrence and failure to act shall constitute abandonment.

2. (a) The definition of grievance in Section 1 of this Article cannot prohibit the employee from filing a grievance nor can the Board be prohibited from asserting any portion of the definition as a defense against a grievance once filed.

(b) The Federation may file a grievance concerning the application or interpretation of this Agreement.

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 principal or immediate superior, 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 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

(e) The remedy being sought

The 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) days after receipt of the superior's decision, may appeal to the Superintendent of Schools. The appeal to the Superintendent must be in writing reciting the matter submitted to the principal or 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 for vacation. The Superintendent shall communicate his decision in writing to the employee 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 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.

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, the Federation and only the Federation (not the individual employee) may request that the grievance proceed to arbitration. Such request must be made to the Board Secretary within ten (10) school days of the receipt of the Board's decision.

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

1. The Federation shall within the ten (10) 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 Association 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 arbitration hearings.

8. 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.

9. Rights of employee to Representation

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

(b) When an employee is not represented by the Federation in the processing of a grievance, the Federation shall at the time of submission of the grievance to the Superintendent be notified that the grievance is in progress, 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 directives of any supervisor or administrator above the rank of principal may be first discussed with or submitted to the Superintendent.

1. 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.

sts

Each party will bear the total cost incurred by themselves.

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, the Federation may designate one official who is a teacher and who shall be assigned no more than one teaching period which shall be the first period of the day. The Board shall provide 1/5 of the official's annual salary and the entire cost of employee benefits while the Federation provides 4/5 of the annual salary. All employment rights shall remain in full force for said official during the term of this Agreement. Such official shall have the right, after giving adequate notice to his own, and subsequent principals, or in the event of unavailability of principal then the principal's office, to visit other schools within the school district, but nothing herein shall permit said official to interrupt teachers during teaching periods.

2. The president or his designee shall be permitted to leave his school to go to another school site in the system for the purpose of Union business during his preparation or his lunch period if he reports to his principal's office upon leaving and returning and reports to the office of the principal of the school he is visiting upon entering and leaving. Such designee shall be named to the principals and the Superintendent no later than October

1 and the designee may only function when the president is absent from the school due to illness or is on leave under any terms of this Agreement. No designee shall function until such letter of notification is given to the principals and the Superintendent. Such letter need not be renewed until a new designee is appointed by the president of the Union. If the president and official in A-1 are the same person, the designee may operate. Nothing herein shall permit either person to interrupt teaching periods. If possible the president's preparation and lunch periods shall be scheduled together at the end of the work day.

The Board shall mail to the Federation three copies of the official minutes of each official meeting of the Board at the same time as the official minutes are forwarded to the members of the Board.

When and as members of the Board are notified of regular or special meetings of the Board, the president of the Union shall also be notified. The Federation shall receive a copy of the agenda for the Board meetings in advance of said meetings if and when an agenda is distributed in advance to the Board. Building Principals or his/her designee shall provide to each faculty room in the building a copy of the official minutes of each official meeting of the Board at the same

time as the official minutes are received from the Board office.

C. Adequate space on a bulletin board in each school has been determined by the Federation representatives and the principal of that school, such space to be exclusively available to the Federation for the posting of material. The Federation agrees that it at no time will use such space for posting any material which is unethical, unprofessional, or in violation of law.

D. The Federation may call meetings in each school, subject to adequate notice and approval from the principal. Such meetings shall not interfere with normal school activities and the principal shall not unreasonably refuse approval. The Federation shall notify the business office immediately upon receiving approval from the principal.

E. The Federation shall use the school mailboxes and shall present a copy of material placed therein to the principal when mail boxes are being used for a general distribution. The Federation may utilize the public address system for notices and formal announcements at the time the system is regularly used for that purpose. Notices of Federation functions shall be included in school publications.

When the parties schedule a negotiating session during the normal school/work day, the members of the Federation's Teachers' negotiating team, not to exceed six (6) (no more than two (2) from any school) shall suffer no loss in pay. Component group teams shall also be released without loss, when applicable, as follows:

Each component team: No more than three (3) members of the component group and no more than two (2) from any one school/department.

The Federation shall have the right to use school equipment, subject to the approval of the supervisor in charge of the equipment, at reasonable times when the equipment is not otherwise in use. Such approval shall not be unreasonably withheld. The Federation shall use their own materials and supplies. The Federation shall have the right to make brief presentations or reports at the end of faculty meetings and shall have access to Channel 34 for AFT, educational and/or community-related announcements with the prior approval of the superintendent.

Whenever any representative of the Federation or any employee is scheduled by both parties to participate during working hours in meetings or conferences, he/she shall suffer no loss in pay. Meetings which continue after the regular work day or

commence after the regular work day shall be attended without compensation.

I. Representatives of the local, state, and national Federation shall be permitted to transact official business on school property at all reasonable times, in consultation with and upon notification of the Superintendent and Principal, and approval by the building Principal, and provided the transaction of such business does not interfere with performance of normal duties of personnel involved or interfere with the normal operation of the school.

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

ARTICLE V

GENERAL CONDITIONS

Meetings shall be held between the Superintendent or his designee and the Federation normally on a monthly basis to discuss matters of educational policy and contract administration.

Meetings shall be held between the principal or his designated administrative representative and representatives of the Federation stationed in that school, after normal school hours, normally on a monthly basis to discuss matters pertaining to the school. Such discussions will not include grievances or the implementation of the Agreement.

evaluation procedures - certificated staff

There shall be a minimum of three (3) evaluations a year for non-tenured teaching staff members and follow-up conferences with constructive criticism if the staff member requests it, and/or if the evaluator initiates it. These evaluations are to be completed by April 30. Evaluations of tenured staff shall be conducted in accordance with Administrative Code.

Any written evaluation of a tenure teaching staff member shall be discussed by the principal and/or evaluator with the teacher.

3. The evaluator's copy of any written evaluation of a teaching staff member will be shown and discussed with the teacher, and shall be signed by the staff member. Such signature shall signify that the staff member is aware of the contents of the evaluation. A signature shall not constitute approval or disapproval of the contents of the evaluation. In the event the staff member refuses to sign the evaluation, the principal shall so note on the evaluation.
4. The evaluator's copy of the Annual Written Performance Report will be shown and discussed with the staff member and except in unforeseen circumstances, these reports shall be completed by May 1.
5. If the staff member so desires, he may make a written response to the evaluation and such response shall be attached to the filed evaluation.
6. The staff member shall be provided with a copy of his/her written evaluation immediately upon the conclusion of the conference, provided results of the conference do not require a change in the evaluation. Observation evaluation reports shall be provided to each staff member at the conclusion of the observation period. When a post-observation conference is requested by either party, it shall be scheduled within five (5) working days following the observation.

7. A non-tenured teaching staff member who is not granted a contract may request a meeting with the Superintendent who shall meet with the staff member within a reasonable time after receipt of the request. If dissatisfied with the meeting with the Superintendent, such non-tenure teaching staff member 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.
8. The provisions of Section C (7) above shall also apply to any certified personnel in a position without tenure such as Club Advisors, Coaches (Athletic, Dramatic), Class Advisors, and Publication Advisors, due to lack of appointment to or lack of retention in their position.
9. Any employee required to appear before the Superintendent, Board or any committee or member thereof concerning any matters which could adversely affect the continuation of that person in employment or the salary or any increments pertaining thereto may request written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present during such meeting.
- D. All classroom evaluations and observations shall be made openly and with full knowledge of the teacher.
- E. Evaluation procedures - non-certificated staff
1. All non-certificated staff shall be evaluated twice annually utilizing the district evaluation forms appropriate for that position. Evaluations will be conducted by the building principal or other supervisory staff authorized by the Superintendent.
 2. Evaluation reports shall be completed prior to April 30 of each year and shall be distributed and discussed with employees in accordance with the procedures for teaching staff members.
 3. Non-certificated staff whose contracts are not being renewed for the following year shall receive sixty (60) days notice.
 4. In the event of the non-renewal of a non-certificated employee, the employee shall have the right to request and receive from the Superintendent, in writing, the reasons for the non-renewal. After receiving the written statement of reasons for non-renewal, the employee shall have the right to request and receive an appointment with the Superintendent to discuss the non-renewal.
- F. Prior to January 31, the Federation shall meet with the Superintendent and submit its recommendations for the school

calendar for the following school year. After adoption by the Board, the school calendar for the year shall be attached to the Agreement for informational purposes only. The school calendar is subject to change at the sole discretion of the Board.

The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. The Board shall make available, if practicable and possible, in each school a lounge and/or work study room for the teachers. The Board agrees to attempt to provide work areas in each school for all members of the unit.

1. An employee shall have the right to inspect his or her personnel file in the presence of the Superintendent or his authorized designee, to question or append to any materials contained therein and request removal of any materials by mutual consent that can be shown to be inaccurate.

2. The Board agrees that no derogatory information as defined in Webster's Third International Dictionary, unabridged, will be placed in an employee's personnel file without that employee having the opportunity to see and reply to said information, with such reply to be placed in their personnel file.

3. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating the employee, shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut any such complaint.

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

J. Travel Reimbursement
All employees represented by the Federation shall be reimbursed for approved travel (work related) at a rate of \$28 per mile. Payment shall be made by the Board upon submission and approval of a voucher, on a semi-annual basis.

K. Summer Pay
The Board agrees to deduct ten (10%) percent of the pay from each pay check authorized by any ten (10) month employee covered by this Agreement so long as money so deducted is forwarded to one account contained at one institution designated by the Federation.

Arrangements shall be made to allow employees who so desire to have automatic payroll deductions of savings for a single agreed-upon Credit Union. The employee will submit initial authorization cards or any changes in deductions to the payroll department or Board Secretary by September 30.

Any employee hired prior to July 1, 1987, whose initial placement entitles him/her to a pro rata portion of an increment, shall be grandfathered and continue to be so placed. Effective July 1, 1987, any new employee who works on one-half (1/2) or more of their regular annual assignment shall be entitled to a full increment the following year. Any employee who works less than one-half (1/2) of their annual assignment shall receive no increment for the following year.

ARTICLE VI

ASSIGNMENT, TRANSFERS, PROMOTIONS

A. All employee assignments shall be made at the discretion of the Superintendent, who shall of necessity, consider many factors, only one of which shall be system-wide seniority. If an assignment is made which is, in effect an "involuntary transfer" the employee so assigned may request and meet with the Superintendent or his designee to discuss such assignment.

B. The Board shall post in each school all promotional opportunities, class assignment vacancies and new positions on or about the first day of the month. No promotional position shall be filled during the fifteen (15) day period after posting. Positions for extra assignments involving coaching or extracurricular activity for which extra payment is received will be posted in the system by the appropriate principal whenever those positions are vacant. Any staff member may apply in writing to the Superintendent on accordance with the posting notice and all applications, both from within and without the system, shall be equally considered. All promotional opportunities shall be filled on the basis of merit and ability as determined in the sole discretion of the Board. Upon filling the promotional opportunity, the administration shall notify the Federation

and all remaining applications for that specific position may be destroyed. The Board agrees that no position shall be filled until such positions have been posted.

Transfers

1. Transfers will encompass movement to a position that does not carry a higher salary requirement than that from which such transfer was requested. All such vacancies shall be posted in each school on a monthly basis. Any applicant for a specified posted vacancy shall immediately write to the Superintendent, requesting such transfer. He may also, if he desires, sign the master list of transfer applicants, to be kept in the Superintendent's office, as proof of his request.
2. Any staff member desiring transfer may indicate anytime his specific interest by signing the master list of transfer applications, in the Superintendent's office. Such signing does not constitute an Application for a transfer and such application for transfer can only be by a written response as in paragraph 1 of this section.
3. (a) As normal procedure, no transfers will take place during the school year.
(b) If the requirements of the situations are such that a new staff member must be hired between the beginning of the school year and December 31st of that school year, to fill a vacancy during the

school year, and time or circumstances will not make a transfer administratively feasible, such position shall be listed as a vacancy for the beginning of the subsequent school year. If no local employee is qualified and/or there is no applicant by January 15th of that same school year, then such vacancy shall no longer be listed nor exist.

- (c) If the requirements of the situation are such that a new employee must be hired between January 1 and April 15 of that school year, to fill a vacancy during the school year, and time or circumstances will not make a transfer administratively feasible, such position shall be listed as a vacancy for the beginning of the subsequent school year. If no local employee is qualified and/or there is no applicant by April 30th of that school year, then such vacancy shall no longer be listed nor exist. Whenever a member of the unit is involuntarily assigned to another position within the same school or is involuntarily transferred to a position in another school building, the unit member shall receive written notice of the change fifteen (15) days prior to the effective date of the assignment or on or before June 15 for the succeeding school

certificate, he/she shall require the staff member to furnish a signed statement certifying to personal illness which shall be made on official forms prepared by the Superintendent of Schools and shall be kept on file. It is the responsibility of the staff member to forward the proper statement to the Superintendent's designee at each school immediately upon his/her return from absence.

Personal Leave

1. All employees shall receive an annual allotment of five (5) personal days which may be used to conduct personal business which cannot be conducted during non-working hours.
2. Employees hired after October 1 of any year shall receive a pro-rated allotment of personal days as follows:
 - a. hired on or before October 1 - 5 days
 - b. hired after October 1 but on or before April 1 - 3 days
 - c. hired after April 1 - 1 day
3. Personal days shall require three (3) days notice under normal circumstances and will not be granted for days immediately before or after a school break without prior approval from the Superintendent.
4. In the event that the three (3) day notice requirement cannot be met, an employee may utilize a personal day providing "emergency" or "unanticipated" circumstances exist.

Whenever, 10% or more of the employees in any bargaining affiliate utilize "emergency" or "unanticipated" (call in) personal days, the Superintendent may challenge the use of personal days for those employees. If dissatisfied with the staff member's response to his challenge, the Superintendent may deny payment for the use of that day. Denial for any such day shall not be subject to the grievance procedure.

C. Accumulated Leave

All unused sick and personal days shall accumulate annually as available sick leave, up to a maximum of 15 days per year.

D. Extended Sick Leave

When an employee exhausts his/her annual sick leave and all accumulated sick leave, he/she may request additional sick leave. If the Board of Education grants such a request, the employee will be paid his/her daily rate minus the cost of a substitute for the days approved. The substitute deduction shall be made even if a substitute is not assigned. A day's salary is defined as 1/200ths for ten (10) month employees and 1/240ths for twelve (12) month employees.

E. Leave due to work related injury

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 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.

Maternity Leave

1. Maternity Leave as described in this section shall apply to tenured employees only. Non-tenured employees have specific rights to leave for maternity purposes as enumerated in the State and Federal Family Leave Acts.
2. Any employee upon becoming aware of a pregnancy shall, during the fourth month of pregnancy, report same in writing to the Superintendent of Schools and also state the expected date of birth.
3. Any pregnant employee may apply to the Board of Education for a disability leave of absence. The disability leave dates shall be supported by a physician's certificate which shall allow for the use of accumulated sick days during the period of twenty (20) work days before and twenty (20) work days after the date of birth.
4. A pregnant employee may request disability leave for more or less than twenty (20) work days before and/or after the anticipated date of birth upon presentation of and approval by the district's Medical Officer of the

attending physician's certificate supporting said specific further disability and related complications.

5. Said employees need not apply for a Maternity Leave of Absence but may apply for a Maternity Leave of Absence without pay at their own discretion which will not be denied by the Board upon proof of pregnancy.
Said voluntary leave shall be up to two (2) full consecutive school years. An initial leave request must be from the date of commencement until the end of that 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 teacher must return to work at the commencement of the following school year.
6. 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.
7. 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.

8. Maternity Leave of Absence without pay may be extended for up to one year provided that the date of return is at the inception of a school year, if requested by the employee.
9. All seniority rights shall be maintained during the period of maternity leave.
10. Any employee who adopted an infant shall be eligible for a child rearing leave if he/she so requests, on the same terms as permitted for the rearing of naturally born children. This provision can only apply to one member of a family.
11. Any employee who is on an original maternity leave or an extension of an original maternity leave may apply for and obtain a second maternity leave if she becomes pregnant during her leave of absence. No extensions of this second leave of absence shall be granted.

Federation Leave

Elected officials or appointed representatives of the Federation (all affiliates) shall be entitled to a total of 24 days annually of leave for Federation business, workshops, conventions, etc. All such requests shall be made by the Federation (not individuals) to the Superintendent in advance. The total of 24 days may be requested by the Federation to be used by any combination of staff: i.e. 24 staff one day each, four staff six days each, etc. not to exceed a total of 24.

H. Military Leave

The Board shall grant military leave in accordance with NJSA 18A:6-33.

I. Sabbatical Leave (certificated staff only)

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 certificated staff member as defined in the salary guide, employed by the Board serving on an annual salary, for the purpose 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 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 certificated staff member shall have served in the Perth Amboy Public Schools for at least seven consecutive years immediately preceding the beginning of the proposed sabbatical leave. A certificated staff 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 years from the close of the first sabbatical leave provided these seven years represent seven consecutive years of teaching in the Perth Amboy Public Schools.

4. Application for sabbatical leave shall be submitted to the office of the Superintendent of Schools on official forms provided for that purpose and shall be for a period of not less than three months or more than one 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 three (3) certificated staff members shall be on sabbatical leave during any one semester.

6. Requests for withdrawal of applications for sabbatical leave must be in the office of the Superintendent of Schools not less than thirty (30) days prior to the first propose day of the leave of absence.

7. Within one month after the resumption of service following the termination of a sabbatical leave for study or travel, each certificated staff 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 certificated staff 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 certificated staff member in regular employment is entitled shall not be forfeited or impaired by reason of a sabbatical leave but shall be in full force and effect.

10. If a sabbatical leave is interrupted by serious accident or illness, this fact shall not prejudice the staff 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 staff 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.

Absence on Account of Death in the Immediate Family

In the case of the death of a member of the immediate family (immediate family as here used means parents, brothers, sisters, own children, husband or wife, grandparents and grandchildren of any employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchildren or the death of any person who has 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 of five (5) working days. This allowance shall not extend beyond the fourteenth (14th) calendar day following the date of death. In the case of death of aunts, uncles, brother-in-law, sister-in-law, nieces or nephews of any employee, such employee shall be excused without loss of pay for a period not to exceed two (2) school days, provided the two days come within five days following the date of death.

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. The Board shall provide thirty (30) days written notice to the entire staff of pending live virus immunizations to be given at the site. Quarantine coverage outlined herein shall extend to male staff members with pregnant spouses if, in the concurring opinions of the spouse's physician and the district's medical officer, exposure during the immunization and/or incubation period may pose a medical threat to the spouse or the unborn child.

L. Death of Colleague

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 released and specific staff members to be released.

M. Professional Days

Employees may be granted professional days to attend meetings, workshops, etc. of an educational nature. Such requests shall be made in writing and must be approved by the building principal and the Superintendent. Reports of such meetings, conferences, visits, etc. must be submitted to the principal

and Superintendent within three (3) days after the professional day.

Jury Duty

All ten (10) month employees who are called for jury duty must seek a postponement until school is not in session (summer).

All employees who are ordered to serve jury duty during work days shall not suffer any loss of pay.

Reserve Military Duty

The Board agrees to provide leave for reserve military duty in accordance with the applicable statutes.

Extension of leaves and leaves without pay

Employees may request a leave without pay for any reason they deem necessary. The Board may grant or deny such requests on their merits. Extensions of leaves may be requested. The Board may grant or deny such requests on their merits.

Cooperating Teachers

1. A classroom teacher who serves as a Cooperating (critic) teacher for a student/practice teacher shall be allowed two (2) days absence during the last two weeks of the period of practice teaching without loss of pay provided

the practice teacher shall take over the teaching assignment of the classroom teacher for the two days.

2. If a practice teacher does his/her practice teaching with two (2) classroom teachers, each of the two (2) classroom teachers shall be allowed one (1) day absence without loss of pay under the conditions mentioned above.

3. The days on which classroom critic teachers shall be absent in accordance with 1 and 2 above shall be subject to the approval of the Principal and the Superintendent of Schools.

R. Reimbursement for Accumulated Sick Leave upon Retirement

(a) If the Board opts to participate in the State's Early Retirement Incentive Program (Board must decide by December 31, 1993) reimbursement for accumulated sick leave will be provided at fifty (50%) percent of days for employees who have accumulated a minimum of one hundred (100) days, to a maximum of fifteen thousand (\$15,000) dollars, with per diem value calculated on last actual ten (10) or twelve (12) months of earnings. Compensation provided pursuant to contractual history and practice.

(b) If the Board opts not to participate in the State's Early Retirement Incentive Program (Board must decide by December 31, 1993) reimbursement for accumulated sick leave will be provided at fifty (50%) percent of days for

employees who have accumulated a minimum of one hundred (100) days, as follows:

100 to 199 days to a maximum of \$15,000

200 or more days to a maximum of \$20,000

Per diem value to be calculated on last actual ten (10) or twelve (12) months of earnings. Compensation provided pursuant to contractual history and practice.

ARTICLE VIII

HEALTH BENEFITS

A. The Board agrees to carry insurance for all legal responsibilities of the Board.

B. The Board agrees to continue the same or superior health benefits program to the health benefits program that was in effect during the 1992-'93 school year with the following changes:

1. Effective October 1, 1993; surgical and hospital coverage will be increased to 100% of reasonable and customary rates. Diagnostic X-Ray and Lab coverage increases from \$100 to \$200 per calendar year. All other basic medical benefits remain the same as in effect during the 1992-'93 school year.
2. The major medical lifetime maximum shall increase to 3 million dollars effective October 1, 1993.
3. Eye glass provisions in effect in 1992-'93 shall be amended to include eye glasses or contact lenses once per year effective October 1, 1993. Previously applying qualifying requirement for corrective contact lenses remains in effect.
4. The rate for mental health care services will increase to \$100 per hour with an annual maximum of \$1500 effective October 1, 1993.

Payment for health benefits coverage

1. All staff who begin work on or after July 1, 1993 shall be entitled to employee-only coverage at Board expense for the first five (5) years of employment. During this period employees may purchase dependent coverage at group rates. Dependent coverage at Board expense shall be available to these employees on the first (1st) day of their sixth (6th) year of employment in the district from the date they started work.
2. Staff members on the payroll prior to July 1, 1993 may increase their coverage to include dependent coverage at Board expense.
3. Staff who are "Rifled" and subsequently rehired shall retain a fully-entitled status with respect to health benefits.
4. Employees on the payroll prior to July 1, 1993 may elect to reduce their health insurance coverage provided at the Board's expense. If so,
 - (a) Qualified employees may reduce coverage from dependent to single and will receive an annual payment of \$2,000 or pro-rated portion thereof.
 - (b) Qualified employees (including new employees hired on or after July 1, 1993) may reduce coverage from employee only to no coverage and will receive an annual payment of \$1,500 or pro-rated portion thereof.

- (c) Dependent coverage shall be made available at any time to employees electing to reduce coverage pursuant to 4.a. above. This coverage shall be provided at the employee's expense, subject to insurability.
 - (d) Employee-only coverage shall be made available to employees electing to reduce coverage pursuant to 4.b. above. This coverage shall be provided at the Board's expense.
 - (e) Employee and dependent coverage for current employees shall be reinstated at Board expense upon proof of loss of coverage (e.g. spouse's death or loss of job and coverage), provided the carrier accepts the employee and dependents back into the plan.
 - (f) The Board will provide employee-only coverage, at the Board's expense, for an employee's last year of employment if the employee has opted to reduce coverage pursuant to 4.b. above.
- D. Disability Income Insurance
The Board agrees that effective September 1, 1994 employees may purchase disability income protection insurance through payroll deductions.

ARTICLE IX

DUES DEDUCTION

The Board agrees to continue the practice of deducting 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 subparagraph B, this section, and such monies shall be transmitted to the Federation. In the event dues deduction 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.

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 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 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 of its officers from any liability therefor.

DATED: _____ SIGNATURE _____

SCHOOL _____

Social Security # _____

Mailing Address _____

B. Effective July 1, 1993, the Board agrees to authorize the payroll department to deduct one dollar (\$1.00) per pay period as a voluntary contribution to the Federation's Local Political Education Fund. Employees wishing to voluntarily contribute must authorize the Board to make such deductions on the form provided and such monies shall be transmitted to the Federation in conjunction with the deducted dues.

ARTICLE X

MISCELLANEOUS

Central registers and computer services established in all schools shall continue.

All personnel shall use the following procedure to report absences:

Between 4:30 P.M. and 7:00 A.M. to report an absence call 826-1845. After listening to the instructional message and hearing a signal BLEEP, the employee will please respond in a normal voice as follows:

1. School
 2. Grade
 3. Name (Spell last name please)
 4. Reason for absence
 5. Expected length of absence
 6. Whether or not a substitute is required.
- Notification should be made as soon as possible when the employee knows he will be absent.
- In the event of an emergency after 8:00 A.M., notify the Superintendent's office by telephoning 826-3361.

Upon reasonable notice, the Board shall make available to the Federation material and information in the public domain.

D. Each employee in September shall receive a statement of his/her unused sick leave.

E. Just Cause Provision
No employee shall be disciplined, reprimanded, reduced in rank, or have their salary reduced without just cause. (Non-renewal of non-tenured teaching staff does not require just cause support). Applicable to non-certificated staff only:
A year-end nonrenewal or a Reduction In Force during the year may proceed to the Commissioner of Education but cannot proceed to arbitration. A dismissal for cause during the year other than a Reduction In Force may proceed to arbitration.

F. Seniority Provisions

1. The Board agrees to formulate a seniority list for each specific category of employment represented in each affiliate component.
2. The Board agrees that Reductions in Force that may be necessary shall be made strictly on the basis of categorical district seniority.
3. The Board agrees that staff members affected by a Reduction In Force shall be placed on a Preferred Eligibility List for possible recall when categorical openings occur.

ARTICLE XI

BOARD'S RIGHTS

The Board retains the following rights, except as limited by applicable law and the terms of this Agreement.

- A. The right to direct the employees of the school district.
- B. To hire, promote, transfer, assign and retain employees in position in the school district and to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work or for other legitimate reasons contained in Title 18A.
- D. To determine the methods, means and personnel by which operations are to be conducted.
- E. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XII

AGENCY SHOP

- A. The Board of Education agrees to deduct Agency fees for non-members of the Federation in an amount equal to eighty-five (85%) percent of the annual membership dues.
- B. The Federation agrees to provide to the Board of Education a copy of its "demand and return system" required under law.
- C. The Federation agrees to save the Board of Education harmless and to relieve the Board of Education, and all its officers, or agents, from any liability for any transmission of funds from an employee to the Federation in accordance with its obligations under this Article.

ARTICLE XIII

NEGOTIATING PROCEDURE

parties agree to commence negotiations in accordance with the requirements of Chapter 303 of the Laws of 1968 as amended and implemented 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 authority having jurisdiction, to be invalid or unenforceable, then such shall not invalidate the other provisions hereof that are enforceable therefrom.

ARTICLE XV

DURATION

The period covered by this Agreement is from July 1, 1993 to June 30, 1996.

Section 2:

Contractual provisions that are applicable only to the certificated (teaching) staff members represented by the Perth Amboy Federation/AFT and employed by the Perth Amboy Board of Education.

ARTICLE I - SALARY

A. SALARY GUIDES

TEACHERS SALARY GUIDE 1993-'94

Step	BA	BA+30	MA	MA+30	PhD
0	\$26,200	\$27,200	\$28,225	\$29,350	\$30,575
1	\$26,300	\$27,300	\$28,325	\$29,450	\$30,675
2	\$26,500	\$27,600	\$28,625	\$29,750	\$30,975
3	\$27,000	\$28,000	\$29,025	\$30,150	\$31,375
4	\$27,400	\$28,400	\$29,425	\$30,550	\$31,775
5	\$27,900	\$28,900	\$29,925	\$31,050	\$32,275
6	\$28,500	\$29,500	\$30,525	\$31,750	\$32,975
7	\$29,500	\$30,500	\$31,525	\$32,650	\$33,875
8	\$30,500	\$31,500	\$32,525	\$33,650	\$34,875
9	\$31,900	\$32,900	\$33,925	\$35,050	\$36,275
10	\$35,400	\$36,400	\$37,425	\$38,550	\$39,775
11	\$41,000	\$42,000	\$43,025	\$44,150	\$45,375
12	\$47,100	\$48,100	\$49,125	\$50,250	\$51,475
13	\$48,800	\$49,800	\$50,825	\$51,950	\$53,175
\$1,000	\$49,800	\$50,800	\$51,825	\$52,950	\$54,175
\$1,900	\$50,700	\$51,700	\$52,725	\$53,850	\$55,075
\$2,925	\$51,725	\$52,725	\$53,750	\$54,875	\$56,100

TEACHERS SALARY GUIDE 1994-'95

Step	BA	BA+30	MA	MA+30	PhD
0	\$27,900	\$28,900	\$29,975	\$31,125	\$32,375
1	\$28,000	\$29,000	\$30,075	\$31,225	\$32,475
2	\$28,300	\$29,300	\$30,375	\$31,525	\$32,775
3	\$28,700	\$29,700	\$30,775	\$31,925	\$33,175
4	\$29,100	\$30,100	\$31,175	\$32,325	\$33,575
5	\$29,500	\$30,500	\$31,575	\$32,725	\$33,975
6	\$30,150	\$31,150	\$32,225	\$33,375	\$34,625
7	\$31,050	\$32,050	\$33,125	\$34,275	\$35,525
8	\$32,050	\$33,050	\$34,125	\$35,275	\$36,525
9	\$33,350	\$34,350	\$35,425	\$36,575	\$37,825
10	\$36,100	\$37,100	\$38,175	\$39,325	\$40,575
11	\$41,400	\$42,400	\$43,475	\$44,625	\$45,875
12	\$47,300	\$48,300	\$49,375	\$50,525	\$51,775
13	\$51,500	\$52,500	\$53,575	\$54,725	\$55,975
+15 years	\$52,525	\$53,525	\$54,600	\$55,750	\$57,000
+20 years	\$53,450	\$54,450	\$55,525	\$56,675	\$57,925
+25 years	\$54,525	\$55,525	\$56,600	\$57,750	\$59,000

TEACHERS SALARY GUIDE 1995-'96

Step	BA	BA+30	MA	MA+30	PhD
0	\$30,000	\$31,000	\$32,100	\$33,275	\$34,550
1	\$30,050	\$31,050	\$32,150	\$33,325	\$34,600
2	\$30,100	\$31,100	\$32,200	\$33,375	\$34,650
3	\$30,500	\$31,500	\$32,600	\$33,775	\$35,050
4	\$30,900	\$31,900	\$33,000	\$34,175	\$35,450
5	\$31,300	\$32,300	\$33,400	\$34,575	\$35,850
6	\$31,950	\$32,950	\$34,050	\$35,225	\$36,500
7	\$32,750	\$33,750	\$34,850	\$36,025	\$37,300
8	\$33,750	\$34,750	\$35,850	\$37,025	\$38,300
9	\$34,850	\$35,850	\$36,950	\$38,125	\$39,400
10	\$36,500	\$37,500	\$38,600	\$39,775	\$41,050
11	\$41,700	\$42,700	\$43,800	\$44,975	\$46,250
12	\$47,500	\$48,500	\$49,600	\$50,775	\$52,050
13	\$51,700	\$52,700	\$53,800	\$54,975	\$56,250
14	\$54,250	\$55,250	\$56,350	\$57,525	\$58,800
+15 years	\$55,300	\$56,300	\$57,400	\$58,575	\$59,850
+20 years	\$56,250	\$57,250	\$58,350	\$59,525	\$60,800
+25 years	\$57,350	\$58,350	\$59,450	\$60,625	\$61,900

B. BA+30 Guide

The Board and the Federation agree that no employee will move onto the BA+30 guide after September 1, 1993.

Summer Work

All certificated staff positions are considered to be ten (10) month positions. Days worked beyond the normal work year, between the last day of school and the opening of school, will be compensated as follows:
excludes summer school)

- a. Individual days - 1/200 of annual salary
- b. one month - 10% of annual salary
2 sick days (non-accumulative)

Categorical Stipends

Those staff who received stipends as listed below during 1992-1993 shall continue to receive those stipends for the duration of this agreement. No one else may qualify for these stipends. However, anyone receiving a stipend must be fully certified by September 1, 1994 to continue receiving the amount listed.

Guidance Counselors - \$1,195 per year
Special Services/Bilingual/ESL/School Nurses - \$1,100 per year

Extra Compensation

Head Teacher/Head Counselor

- \$4,100 for 1993-'94
- \$4,385 for 1994-'95
- \$4,670 for 1995-'96

2. Class Coverage:

1993-'94 - \$85.75 per day and \$17.15 per period
1994-'95 - \$91.75 per day and \$18.35 per period
1995-'96 - \$97.50 per day and \$19.50 per period

3. Sixth period assignment:

\$6,000 during 1993-'94
\$6,420 during 1994-'95
\$6,835 during 1995-'96

4. Home Tutoring and (Summer School effective summer 1994):

\$19.15 per hour in 1993-'94
\$20.50 per hour in 1994-'95
\$21.85 per hour in 1995-'96

5. Curriculum Revision rates:

\$15.15 per hour in 1993-'94
\$16.20 per hour in 1994-'95
\$17.25 per hour in 1995-'96

6. Graduate Tuition Reimbursement rates:

\$1,045 during 1993-'94
\$1,115 during 1994-'95
\$1,185 during 1995-'96

(a) Certificated staff members will receive repayment of graduate tuition as specified above for course credit for graduate courses taken for professional improvement and having the prior approval of the Superintendent. In order to receive reimbursement, the staff member must provide simultaneously to the Superintendent's office a copy of the form of letter sent to the school requesting an official transcript, within thirty (30) days of the completion of the semester.

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.

(b) The Board shall provide all course fees and the cost of materials for any staff member attending specialized training related to his/her specific assignment, provided the request for training was approved by the Building Principal and the Superintendent. When the training occurs on a regular workday(s), staff members attending shall be on professional leave and shall be compensated at his/her normal rate for the day(s). Travel, lodging and meal expenses shall be provided by the Board when applicable.

7. Teacher Mentor rates:

\$1,065 for 1993-'94
 \$1,140 for 1994-'95
 \$1,215 for 1995-'96

F. Extracurricular Compensation

POSITION	1993-94	1994-95	1995-96
PERFORMING ARTS - MUSICAL			
Director PAHS Marching Band (10)	\$3,120	\$3,340	\$3,550
Assistant Director PAHS Marching Band (20)	\$815	\$870	\$925
Rifle Squad Advisor PAHS Marching Band (20)	\$1,500	\$1,605	\$1,710
Flag Squad Advisor PAHS Marching Band (10)	\$1,500	\$1,605	\$1,710
Twirling Advisor PAHS Marching Band (10)	\$1,500	\$1,605	\$1,710
Director Marching Band (S & M) (20)	\$815	\$870	\$925
Band Front Advisor (S & M) (20)	\$1,040	\$1,110	\$1,185
PERFORMING ARTS - DRAMATICS			
Director PAHS Play (10)	\$1,910	\$2,045	\$2,175
Assistants to PAHS Play (30)	\$975	\$1,045	\$1,110
Costume Designer PAHS Play (10)	\$315	\$335	\$360
Stage Director PAHS (10)	\$3,050	\$3,275	\$3,490
Director Performing Arts Club (S & M) (20)	\$950	\$1,020	\$1,085
FINE ARTS			
Advisor Art Club (S & M) (20)	\$650	\$695	\$740
ACADEMICS			
Director PAHS Academic Team (10)	\$1,150	\$1,230	\$1,310
Assistant Director PAHS Academic Team (10)	\$575	\$615	\$655
Advisor PAHS Mathletes (10)	\$930	\$1,000	\$1,065
Advisor Chess Club (S & M) (20)	\$950	\$1,020	\$1,085
STUDENT GOVERNMENT			
Class Advisor (2 each High School grade) (80)	\$1,405	\$1,500	\$1,600
Class Advisor Middle Schools (S & M) (40)	\$450	\$480	\$510
Advisor School Patrols (20 each school 0)	\$505	\$540	\$575
Advisor Student Council PAHS (20)	\$1,405	\$1,500	\$1,600
Advisor Student Council (S & M) (40)	\$650	\$695	\$740
Advisor National Honor Society PAHS (10)	\$440	\$470	\$500

G. Coaches Compensation

POSITION	1993-94	1994-95	1995-96
FOOTBALL			
Head Coach PAHS (18)	\$5,850	\$6,260	\$5,670
Assistant Varsity PAHS (18)	\$3,550	\$3,800	\$4,050
Assistant Coaches PAHS (78)	\$3,410	\$3,650	\$3,890
Head Coach McGinnis (18)	\$2,240	\$2,400	\$2,550
Head Coach Shull (18)	\$2,240	\$2,400	\$2,550
BASKETBALL			
Head Coach PAHS Boys (18)	\$4,960	\$5,300	\$5,645
Assistant Varsity PAHS Boys (18)	\$2,550	\$2,725	\$2,900
Coach JV PAHS Boys (18)	\$2,890	\$3,090	\$3,300
Coach Freshmen PAHS Boys (18)	\$2,890	\$3,090	\$3,300
Head Coach PAHS Girls (18)	\$4,960	\$5,300	\$5,645
Assistant Varsity PAHS Girls (18)	\$2,550	\$2,725	\$2,900
Coach JV PAHS Girls (18)	\$2,890	\$3,090	\$3,300
Coach Freshmen PAHS Boys (18)	\$2,890	\$3,090	\$3,300
BASEBALL			
Head Coach PAHS Boys (18)	\$4,015	\$4,300	\$4,580
Assistant Varsity PAHS Boys (18)	\$2,810	\$3,000	\$3,195
Coach JV PAHS Boys (18)	\$2,810	\$3,000	\$3,195
Coach Freshman PAHS Boys (18)	\$2,620	\$2,800	\$2,985
SOFTBALL			
Head Coach PAHS Girls (18)	\$4,015	\$4,300	\$4,580
Assistant Varsity PAHS Girls (18)	\$2,810	\$3,000	\$3,195
Coach JV PAHS Girls (18)	\$2,810	\$3,000	\$3,195
WRESTLING			
Head Coach PAHS Boys (18)	\$4,015	\$4,300	\$4,580
Assistant Varsity PAHS Boys (28)	\$2,810	\$3,000	\$3,195
Coach Freshmen PAHS Boys (18)	\$2,620	\$2,800	\$2,985

POSITION	1993-94	1994-95	1995-96
PUBLICATIONS			
Advisor PAHS Yearbook (28)	\$3,160	\$3,380	\$3,600
Advisor PAHS Newspaper (38)	\$3,160	\$3,380	\$3,600
Advisor Middle School Yearbook (S & M) (48)	\$835	\$895	\$955
ATHLETICS			
Coordinator Intra-Mural Program PAHS (18)	\$3,385	\$3,625	\$3,860
Advisors Intra-Mural Program PAHS (38)	\$1,510	\$1,615	\$1,720
Advisor Intra-Mural Volleyball (S & M) (28)	\$950	\$1,020	\$1,085
Advisor Intra-Mural Wrestling (S & M) (28)	\$950	\$1,020	\$1,085
Advisor Intra-Mural Basketball (S & M) (28)	\$950	\$1,020	\$1,085
Advisor Intra-Mural Baseball (S & M) (28)	\$950	\$1,020	\$1,085
Advisor Intra-Mural Softball (S & M) (28)	\$950	\$1,020	\$1,085
Advisor Bowling Club (S & M) (28)	\$950	\$1,020	\$1,085
Head Coach Varsity Basketball Boys (S & M) (28)	\$1,535	\$1,640	\$1,750
Head Coach Varsity Basketball Girls (S & M) (28)	\$1,535	\$1,640	\$1,750

ARTICLE II

LENGTH OF WORKYEAR

Certificated staff shall be required to work 180 pupil contact days and three (3) inservice days (pursuant to practice) in accordance with a calendar adopted by the Board.

ARTICLE III

WORKDAY

A. Length of the workday for certificated staff

1. Grades Pre K - 8 all schools - 6 hours and 35 minutes
2. High School, Adult School, and all certificated staff not assigned to a specific school - 7 hours and 12 minutes

Time schedules shall be established for all schools in accordance with the length of the workday. Generally, all staff may leave at the established time for their building except for school nurses if a medical emergency exists.

B. Preparation Periods

All teaching staff shall be entitled to five (5) forty-five (45 minute) preparation periods per week, scheduled pursuant to contractual history and practice. Compensation for loss of a prep period shall be:

- 1993-94 - \$17.15
- 1994-95 - \$18.35
- 1995-96 - \$19.50

POSITION	1993-94	1994-95	1995-96
<u>WRESTLING</u>			
Head Coach PAHS Boys (18)	\$2,465	\$2,640	\$2,810
Head Coach PAHS Girls (18)	\$2,465	\$2,640	\$2,810
<u>WRESTLING</u>			
Head Coach PAHS Boys (18)	\$3,980	\$4,260	\$4,540
Assistant Varsity PAHS Boys (18)	\$2,550	\$2,725	\$2,900
Head Coach PAHS Girls (18)	\$3,980	\$4,260	\$4,540
Assistant Varsity PAHS Girls (18)	\$2,550	\$2,725	\$2,900
Head Coach Indoor Track PAHS Boys (18)	\$2,810	\$3,000	\$3,195
Head Coach Indoor Track PAHS Girls (18)	\$2,810	\$3,000	\$3,195
Head Coach Cross Country PAHS Boys (18)	\$2,375	\$2,540	\$2,705
Head Coach Cross Country PAHS Girls (18)	\$2,375	\$2,540	\$2,705
<u>WRESTLING</u>			
Trainer PAHS (1) (each season 8)	\$1,790	\$1,915	\$2,040
<u>WRESTLING</u>			
Head Coach PAHS Boys (18)	\$4,015	\$4,300	\$4,580
Assistant Varsity PAHS Boys (18)	\$2,810	\$3,000	\$3,195
Coach Freshman PAHS Boys (18)	\$2,810	\$3,000	\$3,195
Head Coach PAHS Girls (18)	\$4,015	\$4,300	\$4,580
Assistant Varsity PAHS Girls (18)	\$2,810	\$3,000	\$3,195
Coach Freshman PAHS Girls (18)	\$2,810	\$3,000	\$3,195
<u>WRESTLING</u>			
Head Coach PAHS Boys (18)	\$2,130	\$2,275	\$2,425
<u>WRESTLING</u>			
Head Coach PAHS Boys (18)	\$2,260	\$2,415	\$2,575
Powerlifting Coach PAHS (18)	\$2,000	\$2,140	\$2,280
<u>WRESTLING</u>			
Varsity Cheerleader Coach PAHS (2 seasons) (18)	\$1,795	\$1,920	\$2,045
JV Cheerleader Coach PAHS (2 seasons) (18)	\$1,215	\$1,300	\$1,385
Cheerleader Advisor (S & M) (28)	\$770	\$825	\$875
Competitive Cheerleader Coach PAHS (18)	\$2,000	\$2,140	\$2,280
Competitive Cheerleader Asst. Coach PAHS (18)	\$1,500	\$1,605	\$1,710

ARTICLE IV

ASSIGNMENTS/TRANSFERS

All presently employed teachers shall know their specific assignments for the following year prior to June 15th. No assignment shall be arbitrarily changed by an administrator, but in the case of undue hardships and/or emergency situations and in cases where administratively necessary, the responsible administrator may reassign a teacher. If such situations should arise after June 15th, the teacher involved shall be notified, in writing, with reasons of any change in his assignment immediately.

All schedules for departmentalized teachers shall be available for teacher's information in the principal's office on July 15th or as soon thereafter as practicable. Each principal, in his sole discretion, determines the teacher's individual schedule and may make such changes in it as he deems necessary.

Whenever a member of the unit is involuntarily assigned to another position within the same school or is involuntarily transferred to a position in another school building, the unit member shall receive written notice of the change fifteen (15) days prior to the effective date of the assignment or on or before June 15 for the succeeding school year except in

extenuating circumstances as determined by the Superintendent. The written notice shall also provide a statement of reasons for the change from the Building Principal, Department Director, Superintendent or other administrator.

D. Sixty (60) days notice shall be given to the Band Directors at the High School, Shull School and McGinnis School prior to any community performance.

ARTICLE V

FACULTY COUNCIL

It is agreed by the parties that effective July 1, 1993, teaching staff members in each of the district's schools shall have a more formal role in the decision-making process for hiring new teaching staff members. At the first faculty meeting of the school year in September, nominations will be accepted for membership on the school's Faculty Council. By September 30 of each applicable school year, each school faculty member covered by this Agreement shall have the opportunity to participate in a secret ballot election to determine which of the nominated staff members will serve with the Building Principal or alternate Administrator, on the school's Faculty Council.

The following shall comprise the Faculty Council, in addition to the Building Principal or alternate administrator, at the various grade levels:

Grades Pre K to 4: One (1) regular program teacher, one (1) specialist, one (1) special education teacher, one (1) Bilingual/ESL teacher, one (1) BSIP teacher and one (1) alternate-at-large.

Grades 5 to 8: One (1) teacher grade 5 or 6, one (1) teacher grade 7 or 8, one (1) specialist, one (1) special education teacher, one (1) Bilingual/ESL teacher, one (1) BSIP teacher and one (1) alternate-at-large.

Grades 9 to 12: One (1) teacher from each of the seven (7) departments/disciplines and two (2) alternates-at-large.

C. Staff members so elected shall serve for a term of two (2) calendar years and shall be eligible for renomination and reelection to the Council following the completion of his/her term. Vacancies on the Faculty Council during a term shall be filled using the results of the last Faculty Council election, with the alternate assuming the permanent seat and the next highest vote getter assuming the alternate's position for the balance of the term.

D. The Faculty Council shall have the opportunity to assist the Building Principal in the screening and interviewing of candidates for vacant teaching positions in the school, but no more than three (3) teaching staff Council members shall participate in the interview. The members of the Council shall decide which members will assist with each vacant teaching position. Faculty Councils shall not interview in-district candidates for vacant positions unless an interview is requested by the candidate. Principals and Faculty Councils shall enjoy the latitude to seek special input from other building staff members when it is deemed appropriate and warranted.

Twenty-four (24) hours notice, and more if possible, shall, if possible, be given to members of the Council prior to any scheduled interview of any candidate during the calendar year.

The teaching staff members on the Council shall have the opportunity to confer privately and shall make a confidential recommendation to the Building Principal within twenty-four (24) hours after the screening/interviewing process is completed. It is understood that the Faculty Council's role in the process is advisory, and the final authority for the hiring of new personnel rests with the Board.

Organization of the committees shall be the responsibility of the AFT building representatives who shall communicate with the building principal.

ARTICLE VI

ER & D and IN-HOUSE CREDITS

A. The Board recognizes the value of the Educational Research and Dissemination Program (ER & D) developed by the national AFT. It is agreed that ER & D courses offered by institutions of higher learning shall be recognized as offering graduate credit applicable on the salary guide. The Board further agrees that the Federation shall have exclusive access to four (4) additional dates on the district's after-school activities calendar for ER & D Research sessions. The four (4) dates shall be scheduled on a one (1) day per marking period basis.

B. Staff members who are approved by the Superintendent to participate in district courses offering in-house salary guide credit, shall, upon successful completion of the course, receive a copy of the instructor's verification at the same time a copy is placed in the employee's personnel file in the Superintendent's office. When credit accumulation results in a salary adjustment, said adjustment shall take place on the first pay period following the Superintendent/Board's approval, provided the payroll department has sufficient time to make the adjustment. No adjustment shall take place later than the second pay period following the Superintendent/Board's approval.

ARTICLE VII
MISCELLANEOUS TEACHER PROVISIONS

Teachers shall continue to be included in the administrative practice involved in recommending textbooks to the Board.

The Board will continue its efforts to keep class size at a reasonable level. It will be the judgement of the Board to determine what is reasonable.

The Board agrees that the State Standardized Testing Program shall not be used by local administrators in the evaluation of classroom teachers.

The Superintendent, after discussion with the Director of Special Services, may, in his sole discretion, approve Child Study Team(s) to work one (1) week in the summer immediately preceding the start of school. It is understood such work shall be at the regular school year working hours, based upon the salary in this Agreement.

Playground duty shall not be required on a regular assigned basis in the morning in any elementary school and may be required only in cases of student health or safety emergency.

Social Workers and other members of the Child Study Team may be required, as determined by the Director or Assistant Director of Special Services, to make home visitations at mutually acceptable times and dates. Such visitations beyond the normal workday shall be compensable at the rate of 1/200ths for every six (6) hours so assigned or a pro-rated portion thereof.

G. Nurses are not to be assigned tasks by school administrator during the first fifteen (15) minutes of the school day except in cases of emergency.

H. 1. In accordance with State law, the Board of Education shall appoint two (2) from among the high school guidance counselors applying to work during the summer and who shall receive one (1) month's salary based upon the salary schedule attached to this Agreement.

2. Two (2) Middle School counselors -- one at Shull and one at McGinnis will work a minimum of ten (10) days in July or August at the discretion of Administration at a rate of pay of 1/200ths of individual's salary for each day worked.

I. No grade will be changed without first discussing such change with the teacher, or if the teacher is unavailable, giving written notice to the teacher when the change is made.

J. In any school having Industrial Art work, the Industrial Art teacher shall be the last classroom teacher assigned to homerooms.

Section 3:

**Contractual provisions that
are applicable only to the
custodial staff members
represented by the
Perth Amboy Federation/AFT
and employed by
the Perth Amboy
Board of Education.**

ARTICLE I

GENERAL CUSTODIAL CONDITIONS

- A. Once each school year, a committee comprised of members of the Custodial Component shall meet at any appropriate time with the Assistant Superintendent for Business or his designee to discuss ordering of supplies.
- B.
 1. Any custodial vacancy shall be posted in all buildings for at least one (1) calendar week except in cases of emergency. In the event of an emergency hiring the Federation shall receive written notification explaining the reasons for the emergency hiring. Such posting does not prohibit the Board from filling the vacancy by means of a new hire or determining that the vacancy need not be filled.
 2. In filling any vacancy, the Assistant Superintendent for Business shall take seniority into consideration if all other factors are equal. Such other factors shall include, but not be limited to, record of attendance, physical condition, and ability to perform the work.
 3. Nothing contained in this Section guarantees the appointment of a member of the bargaining unit as opposed to a new hire and all assignment recommendations shall be at the sole discretion of the Assistant Superintendent for Business.

CUSTODIAN GUIDE FOR 1995-'96

ARTICLE III

<u>A Custodians</u>		<u>B Custodians</u>		<u>D Custodial Aides</u>	
0	\$18,850	0	\$18,350	0	\$13,450
1	\$19,625	1	\$19,125	1	\$14,350
2	\$20,515	2	\$20,015	2	\$14,950
3	\$21,315	3	\$20,815	3	\$17,150
4	\$22,650	4	\$22,150	4	\$19,450
5	\$23,975	5	\$23,475	5	\$20,300
6	\$27,125	6	\$26,625		
7	\$31,000	7	\$30,500		
8	\$32,180	8	\$31,680		

15 yrs	\$33,030	15 yrs	\$32,530	15 yrs	\$21,150
20 yrs	\$34,080	20 yrs	\$33,580	20 yrs	\$22,200
25 yrs	\$35,130	25 yrs	\$34,630	25 yrs	\$23,250

Schedule "A"

Head Custodian Additional compensation

<u>Site</u>	<u>1993-'94</u>	<u>1994-'95</u>	<u>1995-'96</u>
PAHS	\$3,450.	\$3,690.	\$3,930.
PAHS Asst.	\$2,090.	\$2,235.	\$2,380.
McGinnis, Shull	\$2,525.	\$2,700.	\$2,875.
Ceres, #10 Flynn, Admin. HQ	\$1,170.	\$1,250.	\$1,330.
Peterson #5, #7, Galvin	\$ 850.	\$ 910.	\$ 970.

A. Vacation

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

<u>Years of Service</u>	<u>Length of Vacation</u>
Less than one	1 1/4 days for each month worked or major portion thereof
One through 15	15 working days
More than 15	20 working days
More than 25	25 working days

A vacation schedule will be established annually by the Superintendent and Assistant Superintendent for Business for all custodians. This schedule will be constructed in such a way as to insure, as nearly as possible, a year-round and daily availability of personnel at all vital district facilities. If the employee is unable to take vacation to which he is entitled, he shall be compensated for same. In the event of a custodian's death, his family shall be paid the vacation earned.

Vacation may not be accrued beyond that permitted above without the approval of the Assistant Superintendent for Business. Should any custodian covered by the terms of this policy die while in the employ of this District, vacation days earned but unused will be compensated in payment to his estate.

ARTICLE IV

Miscellaneous Custodial Provisions

1. The Board shall provide each member of the custodial affiliate with three (3) uniforms each year, two (2) of which may be of warm weather style and fabric. The Board shall provide each new custodian A and B with a winter jacket of his/her choice upon employment. Only one (1) jacket shall be provided to each employee and new custodians A and B shall be provided one (1) jacket upon employment. Beginning July 1, 1987, custodians A and B shall have the jacket replaced once every five (5) years.
2. Custodians A, B, and D shall be provided with a pair of heavy-duty safety work shoes or heavy-duty work shoes at the employee's option, every school year.
3. During the Christmas recess as per the approved school calendar, custodians A, B, and D may work one (1) hour less than normally scheduled on a regular work day.
4. When summer hours begin, Custodians D may work their six (6) hours earlier in the day upon the approval of the Assistant Superintendent for Business. Summer hours begin on the first Monday following the closing of schools or July 1, whichever is earlier. Normal hours resume September 1.
5. 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 Day |
| Easter Monday | Christmas Eve |
| Memorial Day | Christmas Day |
| July 4** | King's Birthday |
| Labor Day | |

- *If this holiday falls on either a Saturday or a Sunday, it shall be enjoyed on the preceding Friday.
- **If this holiday falls on a Saturday, it shall be enjoyed on the preceding Friday. If it falls on a Sunday, it shall be enjoyed on the following Monday.
- ***Floating holidays to be identified to applicable staff with sixty (60) days notice.
- On these or any other holidays, the Board retains the right to assign one or more individuals to check boilers as required. When an employee is required to work on the holidays enumerated above or on Sunday, he/she shall be entitled to pay at twice his/her normal rate. The employee will be guaranteed a minimum of one hour of overtime at double time for such work.
- The Board shall provide shields, safety caps and hearing protective devices for employees where necessary.
- F. 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.
- G. When a custodian has to stay after 4 PM 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.

The Board shall provide foul weather gear for all custodians required to work outside. The Federation shall recommend to the Assistant Superintendent for Business what type of foul weather gear is to be provided. The Assistant Superintendent for Business will make the final decision concerning the choice of such equipment.

The Board will notify any employee of cancellation of overtime assignment as soon as the Board becomes aware of it. The Board also agrees to address, to the greatest degree possible, the equal availability of overtime opportunities.

1. A custodian filling in the position of Head Custodian shall receive an additional fifteen (\$15.00) dollars per week beginning with the first (1st) week in an acting capacity, provided that the Head Custodian's absence is not due to his/her vacation. The Board agrees to name an Acting Head Custodian after a three (3) week threshold. If it is known that the Head Custodian will be out for an extended time period, an Acting Head Custodian will be named immediately.
2. When a custodial aide is the only custodian on duty because of a head custodian's vacation, that aide shall be guaranteed two hours overtime for each day that the head custodian is on vacation.

Section 4:

Contractual provisions that are applicable only to the secretarial staff members represented by the Perth Amboy Federation/AFT and employed by the Perth Amboy Board of Education.

ARTICLE I

SECRETARIAL WORKDAY/WORKYEAR

- A. The regular workday for all secretarial personnel shall be seven (7) hours, exclusive of lunch time, on a straight days basis. If night work is offered and voluntarily accepted, extra compensation shall be provided at prevailing rates. Normal summer work hours will be six (6) hours worked between hours of 8:30 AM and 3:00 PM with one-half hour for lunch. Summer hours begin on the Monday following the closing of schools or July 1, whichever is earlier. Normal hours resume on September 1.
- B. Any employee required to work more than forty (40) hours per week shall be paid at the rate of one and one-half times the regular rate of pay.
- C. Employees required to work more than thirty-five (35) but not more than forty (40) hours will be paid at straight time. Any employee working on a legal holiday shall be paid at the rate of twice (2x) their regular rate of pay regardless of the total number of hours worked in that week.

Legal holidays shall be:

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

- D. Secretaries will receive the sum of not more than \$345.00 in 1993-1994, \$370.00 in 1994-1995, and \$395.00 in 1995-1996 in repayment of tuition for courses under the following conditions:

1. Leading to secretarial certification or undergraduate courses related to their field of work leading to a Bachelor's degree.

ARTICLE II

SECRETARIAL PROMOTIONS AND VACANCIES

2. Having prior approval of the Superintendent; and
 3. Receipt of transcript for a grade of "C" or better.
- On days when the schools are closed early due to inclement weather, employees shall be allowed to leave no later than the time when the immediate supervisor leaves. The immediate supervisor shall have the discretion to allow secretaries to leave before the immediate supervisor leaves.
- A. All promotional opportunities, newly created and clerical positions, or any variation in job title shall be handled as follows:
1. All promotional opportunities shall be posted for ten (10) work days. A copy of said notice shall be given to the Federation at the time of posting. Employees shall submit their application in writing to the Superintendent's office. No position shall be filled until all applications submitted within the ten (10) work days have been considered.
 2. Transfers - Any individual interested in a lateral transfer should make her interest known by submitting a letter to the office of the Superintendent indicating same.
 3. All promotions and transfers shall be made at the sole discretion of the Board.
 4. Internal candidates shall receive written notice of promotional decision and may request a written statement of reason(s) for non-appointment.
- B. Assignments shall be made at the discretion of the Superintendent, who shall of necessity consider many factors, only one of which shall be seniority. If an assignment is made which is, in effect, an involuntary transfer, the employee so assigned may request and meet with the Superintendent or his designee to discuss such assignment.

Duties of Secretarial Employee

A secretarial employee shall not be required to perform the functions of other certified staff or non-certified staff, although occasional assistance and/or involvement in an emergency situation may be necessary. Secretarial employees shall never be required to cover classes or to initiate assignments to other personnel.

The Board shall provide training to employees at Board expense when new technology is integrated into the work place. Affected employee(s) shall be released from work assignments during the workday to receive said training and, if training occurs outside of the normal workday, employees voluntarily attending shall be compensated pursuant to the terms of this Agreement @:

\$10.00 per hour during 1993-'94

\$10.70 per hour during 1994-'95

\$11.40 per hour during 1995-'96

Secretarial Classification

1. All secretarial employees shall be classified as either Class II (general office secretaries) or Class I (office manager or department/equipment specialist). Secretaries who provide direct secretarial services to a Principal, Director or Supervisor(s) or who serve as an office manager or department/equipment specialist shall be classified as Class I. All others shall be classified as Class II.
2. Any member of the secretarial component who holds a Bachelor's degree in Secretarial Science or Business Administration shall be entitled to an additional \$1,000. in each year of the Agreement in addition to their normal placement on the applicable salary guide.

3. Any member of the secretarial component may petition the Superintendent of Schools at any time during this Agreement to consider a request for a change of classification.

ARTICLE III

SECRETARIAL HOLIDAYS

The days which shall be considered holidays for secretarial personnel shall be the school closing days as designated in the school calendar for the school term. However, if during this period of time the Superintendent or Assistant Superintendent for Business determines an office must be covered or specific work must meet a deadline, members of the bargaining unit shall accept such assignments at additional compensation.

Additionally, Independence Day and Labor Day will be observed as holidays. When July 4 falls on a Saturday it shall be observed on the preceding Friday; when it falls on a Sunday it shall be observed on the following Monday.

In the case of the Telephone (Switchboard) Operators - days when it is necessary for the switchboard to be covered, shall be determined by the Assistant Superintendent for Business and an alternating basis be established. Such days shall be compensated at one and one-half time (1 1/2x) the individual's salary rate.

Any employee required to work during a holiday period (when that time normally not worked constitutes several normal workdays including the holiday) shall receive three (3) calendar days notice except it may be less in the event of an emergency, as determined by the Superintendent or his designee.

Time and one-half (1 1/2) the individual employee's regular hourly rate shall be paid for all time worked on school holidays or emergency closing days. Double time (2x) shall be paid for all time worked on the legal holidays listed in this agreement.

ARTICLE IV

SECRETARIAL VACATIONS

- A. Secretaries shall receive three (3) weeks' vacation upon completion of one year. After fifteen (15) years of service in the district, employees shall be entitled to eighteen (18) days of vacation. After twenty (20) years of service in the district, employees shall be entitled to twenty (20) days of vacation. Employees employed for less than one (1) year shall receive pro-rated vacation days.
- B. Vacation schedules are subject to the approval of the Superintendent, or in the case of the Board of Education staff and telephone operators, the Assistant Superintendent for Business. An employee who is denied a request for vacation from Labor Day through July 1 by the Superintendent/Assistant Superintendent for Business may not appeal that decision through the grievance procedure. Requests for vacation between Labor Day and July 1 may be granted with the approval of the immediate supervisor and the Superintendent.
- C. Vacation entitlement is effective on the July 1st following employee's anniversary date.

ARTICLE V

SECRETARIAL SALARIES

ed hereto and made a part hereof, and previously agreed upon and adopted, are any guides listed below for 1993-1994, 1994-1995 and 1995-1996.

SECRETARIAL GUIDE FOR 1993-94

	<u>CLASS II</u>	<u>CLASS I</u>
1	\$15,600	1 \$16,700
2	\$15,900	2 \$17,000
3	\$16,300	3 \$17,500
4	\$17,100	4 \$18,200
5	\$17,850	5 \$19,000
6	\$18,650	6 \$19,850
7	\$19,550	7 \$20,950
8	\$20,500	8 \$22,000
9	\$21,600	9 \$23,000
10	\$26,200	10 \$27,900
11	\$30,070	11 \$32,290
15 yrs	\$30,470	\$32,690
20 yrs	\$30,945	\$33,165
25 yrs	\$31,420	\$33,640
30 yrs	\$32,070	\$34,290
35 yrs	\$32,770	\$34,990

SECRETARIAL GUIDE FOR 1994-95

	<u>CLASS II</u>	<u>CLASS I</u>
1	\$16,800	1 \$18,100
2	\$17,000	2 \$18,300
3	\$17,400	3 \$18,800
4	\$18,000	4 \$19,500
5	\$18,800	5 \$20,350
6	\$19,650	6 \$21,200
7	\$20,500	7 \$22,050
8	\$21,450	8 \$23,150
9	\$22,550	9 \$24,250
10	\$26,300	10 \$28,100
11	\$31,770	11 \$34,290
15 yrs	\$32,170	\$34,690
20 yrs	\$32,645	\$35,165
25 yrs	\$33,120	\$35,640
30 yrs	\$33,770	\$36,290
35 yrs	\$34,470	\$36,990

SECRETARIAL GUIDE FOR 1995-96

	<u>CLASS II</u>	<u>CLASS I</u>
1	\$17,300	1 \$18,700
2	\$17,500	2 \$18,900
3	\$17,900	3 \$19,400
4	\$18,500	4 \$20,100
5	\$19,350	5 \$20,900
6	\$20,250	6 \$21,750
7	\$21,150	7 \$22,650
8	\$22,150	8 \$23,750
9	\$23,300	9 \$24,850
10	\$26,450	10 \$28,250
11	\$31,800	11 \$34,300
12	\$33,370	12 \$36,100
15 yrs	\$33,770	\$36,500
20 yrs	\$34,245	\$36,975
25 yrs	\$34,720	\$37,450
30 yrs	\$35,370	\$38,100
35 yrs	\$36,070	\$38,800

ARTICLE VI

MISCELLANEOUS SECRETARIAL PROVISIONS

The Board may retain ten (10) month secretaries when conditions warrant the employment of a secretary for ten (10) months and said secretaries shall be compensated at 5/6ths of the annual salary provided for a secretary of the same classification on the salary guide then in effect.

Section 5:

Contractual provisions that are applicable only to the school-related personnel represented by the Perth Amboy Federation/AFT and employed by the Perth Amboy Board of Education.

ARTICLE I

GENERAL CONDITIONS - SCHOOL-RELATED PERSONNEL

- A. 1. Food service drivers and assistant drivers shall be entitled to three (3) uniforms each year one (1) pair of work shoes per year , and one (1) winter jacket every other year.
2. Cafeteria workers will be granted an annual uniform allowance, which may be used for uniforms and/or work shoes. This allowance shall be \$85.00 during 1993-'94, \$90.00 during 1994-'95 and \$95.00 during 1995-'96. The uniforms of the cafeteria workers shall be of one style and color. Cafeteria workers shall present proof of having purchased uniforms and/or shoes to the Assistant Superintendent for Business.
3. Law enforcement officers, bus drivers and bus attendants will receive one winter jacket every five years. The board's mail courier will receive one winter jacket and one hooded rain suit every five years.
- B. One and one-half times the employee's normal hourly rate shall be paid for all time worked in excess of forty (40) hours per week. Employees shall receive two times (2x) the rate of pay for any work they perform on legal holidays regardless of the total number of hours worked that week. Legal holidays shall be:

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

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

<u>No. of Years</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
*15-19 years	\$400	\$425	\$450
*20-24 years	\$600	\$850	\$900
*25 + years	\$1,200	\$1,285	\$1,365

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

1. All twelve month employees covered by this Agreement shall receive three (3) weeks vacation upon completion of one year. After fifteen (15) years of service in the district, employees shall be entitled to eighteen (18) days of vacation. After twenty (20) years of service in the district, employees shall be entitled to twenty (20) days of vacation. Employees employed for less than one (1) year shall receive pro-rated vacation days.

2. A vacation schedule will be established annually by the Assistant Superintendent for Business for all twelve month unit members. The schedule will be constructed in such a way so as to ensure, as nearly as possible a year-round and daily availability of personnel at all vital district facilities while allowing vacation time to be taken during the school year when a specific request to do so is approved by the Assistant Superintendent for Business. Vacations will normally not be scheduled during the school year but the employee may make a special request to the Assistant Superintendent for Business for such a school year vacation.

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

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

F. Community agents shall receive travel reimbursement @ .28 per mile.

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

H. Community Agents will work daily from 8:30 AM to 4:00 PM. Overtime opportunities that are offered and voluntarily accepted shall be compensated at the rate of \$16.50 per hour during 1993-'94, \$17.65 per hour during 1994-'95 and \$18.80 per hour during 1995-'96.

ARTICLE II

MISCELLANEOUS PROVISIONS - SCHOOL-RELATED PERSONNEL

All general elementary cafeteria workers who on a regular basis collect money and keep records in addition to preparing and serving food shall receive a stipend according to the following schedule: 1993-1994: \$425; 1994-1995: \$455; 1995-1996: \$485.

The 12 month Head Bus Driver position shall receive a stipend in addition to his/her annual salary as follows:

- 1993-94: +\$530.
- 1994-95: +\$565.
- 1995-96: +\$600.

ARTICLE III

SALARY PROVISIONS - SCHOOL-RELATED PERSONNEL

	1993-94	1994-95	1995-96
Bus Drivers (per hour)	\$13.75	\$14.75	\$15.65
Bus Attendants (per hour)	\$10.65	\$11.30	\$12.00
Law Enforcement Officers	\$21,400	\$22,790	\$24,220
Community Agents Title I	\$34,160	\$36,110	\$38,000
Community Agents	Step 0 \$17,405	\$18,225	\$19,185
Special Education/Bilingual/Title I	Step 1 \$18,040	\$18,890	\$19,885
	Step 2 \$18,880	\$19,775	\$20,820
	Step 3 \$19,825	\$20,760	\$21,855
	Step 4 \$20,650	\$21,625	\$22,765
	Step 5 \$21,700	\$22,725	\$23,925
	Step 6 \$23,080	\$24,165	\$25,435
	Step 7 \$24,340	\$25,485	\$26,820
	Step 8 \$25,340	\$26,525	\$27,925
	Step 9 \$26,390	\$27,630	\$29,075
	Step 10 \$27,440	\$28,725	\$30,250
	Step 11 \$28,490	\$29,825	\$31,400
	Step 12 \$29,530	\$30,915	\$32,560
Head Driver	Step 0 \$23,105	\$24,315	\$25,600
	Step 1 \$24,150	\$25,425	\$26,770
	Step 2 \$25,205	\$26,500	\$27,900
	Step 3 \$26,255	\$27,750	\$29,200
Assistant Driver	Step 0 \$14,775	\$15,625	\$16,450
	Step 1 \$15,400	\$16,275	\$17,135
	Step 2 \$16,050	\$16,940	\$17,835
	Step 3 \$16,675	\$17,590	\$18,515
Cafeteria Manager McGinnis and Adult Ed. Food Program Cook/Manager	\$17,920	\$19,120	\$20,335
Head Cook & Ass't Manager McGinnis	\$17,520	\$18,690	\$19,860
Assistant Cook McGinnis	\$14,370	\$15,330	\$16,285
Cafeteria Manager High School	\$35,550	\$37,930	\$40,310
Head Cook & Ass't Manager High School	\$17,550	\$18,725	\$19,900

SRP SALARY GUIDES

	1993-94	1994-95	1995-96
Baker	\$20,835	\$22,230	\$23,620
General Workers			
Step 0	\$10,190	\$10,740	\$11,300
Step 1	\$10,600	\$11,190	\$11,775
Step 2	\$10,800	\$11,370	\$11,975
Step 3	\$11,400	\$12,000	\$12,600
Step 4	\$12,590	\$13,270	\$13,960
Mail Courier & Stockroom Clerk			
Step 0	\$22,790	\$24,000	\$25,260
Step 1	\$23,315	\$24,550	\$25,850
Step 2	\$23,840	\$25,100	\$26,425
Step 3	\$24,365	\$25,650	\$27,000
Step 4	\$24,995	\$26,320	\$27,700
Step 5	\$25,730	\$27,100	\$28,525
Step 6	\$26,300	\$27,700	\$29,150
Attendance Officer/Stockroom Clerk (12 month)			
Step 1	\$15,750	\$16,550	\$17,425
Step 2	\$16,490	\$17,325	\$18,240
Step 3	\$17,300	\$18,180	\$19,140
Step 4	\$18,100	\$19,000	\$20,000
Step 5	\$18,950	\$19,900	\$20,950
Step 6	\$19,745	\$20,770	\$21,850
Step 7	\$20,795	\$21,880	\$23,000
Attendance Officer (10 month)			
Step 1	\$13,500	\$14,275	\$15,025
Step 2	\$14,230	\$15,050	\$15,850
Step 3	\$15,020	\$15,875	\$16,700
Step 4	\$15,750	\$16,650	\$17,525
Step 5	\$16,590	\$17,535	\$18,450
Step 6	\$17,600	\$18,600	\$19,580
Step 7	\$18,000	\$19,000	\$20,000

Section 6:

Contractual provisions that are applicable only to the paraprofessional personnel represented by the Perth Amboy Federation/AFT and employed by the Perth Amboy Board of Education.

ARTICLE I

PARAPROFESSIONAL EMPLOYMENT

- A. The regular work day for all Paraprofessional personnel shall be as follows:
1. At all locations, paraprofessionals will report to work with teachers and will normally be dismissed with teachers but no later than when all their students have been dismissed.
 2. Library paraprofessionals and Computer Lab Operators will work the same hours as the instructional paraprofessionals in their buildings.
 3. Bus paraprofessionals will work a schedule established by the pick-up and delivery of their assigned pupils. The Board agrees to set up transportation schedules as uniformly as possible.
 4. All paraprofessionals will be required to be on duty on the 183 teacher workdays, pursuant to the annual school calendar.
 5. The present practice regarding lunch and half days will be continued.
 6. Paraprofessionals who work longer than the above-designated times shall be paid overtime at their regular hourly rate for up to forty hours and at one-half times their hourly rate after forty hours.

Paraprofessionals will receive the sum of not more than \$515.00 in 1993-1994, \$550.00 in 1994-1995, and \$585.00 in 1995-1996, for the school year, in repayment of tuition for courses so long as the following conditions are met:

1. Leading to an Associate or Bachelor's degree in subject areas related to public education;
2. Having prior approval of the Superintendent; and
3. Receipt of transcript with a grade of "C" or better.

On days when the schools are closed early due to inclement weather, paraprofessionals shall be allowed to leave when all their students are dismissed but not earlier than teacher dismissal.

A stipend of \$550.00 in 1993-1994, \$585.00 in 1994-1995, and \$625.00 in 1995-1996 shall be paid to any paraprofessional who obtains an Aides certificate (30 credits). A stipend of \$1,125 in 1993-1994, \$1,200.00 in 1994-1995, and \$1,275.00 in 1995-1996 shall be paid to any paraprofessional who obtains an Aides Associate degree (60 credits).

Parent Conferences

1. Paraprofessionals will be permitted to leave at about 2 PM on parent nights and are required to return in the evening for the parent conferences, twice per year.
2. Paraprofessionals will not be paid for attending parent conferences unless their individual work schedule cannot be accommodated by the early release provision.
3. If payment for attendance at evening parent conferences is required due to an inability to accommodate the early release provision, paraprofessionals affected would receive \$12.30 per hour during 1993-'94, \$13.15 per hour during 1994-'95, and \$14.00 per hour during 1995-'96.

F. After-school meetings

Paraprofessionals shall not be required to attend more than two (2) after-school meetings per month, no more than forty five (45) minutes each in duration.

G. The Board agrees that assignment of paraprofessionals to lunch or playground duty shall not extend beyond the PreK-4 level. The parties further agree to continue discussions aimed at limiting the school duties to which paraprofessionals may be assigned.

H. The Board agrees to provide paraprofessionals with two (2) fifteen (15) minute "breaks" each school day, to be scheduled by the Building Principal. If the Principal can schedule one (1) of these breaks during the assigned teacher's preparation period, he/she is permitted and encouraged to do so to facilitate team planning.

I. Dental Clinic

The Board agrees to assign volunteers first for Dental Clinic escort duty and agrees to continue providing a monetary differential for the temporary dental duty, with a two (2) hour minimum guaranteed per visit. The monetary differential shall be \$4.00 per hour for the 1993-'94 school year, \$4.28 per hour for the 1994-1995 school year, and \$4.57 per hour for the 1995-1996 school year.

J. Longevity Adjustments

The Board agrees that longevity adjustments applicable to paraprofessionals shall be made to coincide, as nearly as possible, with the actual anniversary date.

ARTICLE II

PARAPROFESSIONAL SALARIES

1993-94

All Para Professionals (including Pre-K) \$17,330

ParaProfessionals who also serve as bus aides \$22,940

5 year longevity \$520

10 year longevity \$1,035

15 year longevity \$3,125

1994-95

All Para Professionals (including Pre-K) \$18,545

ParaProfessionals who also serve as bus aides \$24,545

5 year longevity \$555

10 year longevity \$1,105

15 year longevity \$3,340

1995-96

All Para Professionals (including Pre-K) \$19,750

ParaProfessionals who also serve as bus aides \$26,140

5 year longevity \$590

10 year longevity \$1,175

15 year longevity \$3,560