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A G R E E M E N T

Board of Education of Perth Amboy

and

**Perth Amboy Federation of Teachers, Local 857, AFT, AFL-CIO
on behalf of full-time custodians and custodial aides**

1973 - 1975

A G R E E M E N T

THIS AGREEMENT entered into this *25th* day of *September*, 1973 by and between the Board of Education of Perth Amboy, New Jersey hereinafter called the "Board" and the Perth Amboy Federation of Teachers, Local 857, AFT, AFL-CIO, hereinafter called the "Federation", as sole and exclusive bargaining agent for all Perth Amboy full-time custodians and custodial aides.

ARTICLE I - RECOGNITION

The Board recognizes the Perth Amboy Federation of Teachers Local 857, as sole and exclusive bargaining agent for all Perth Amboy full-time custodians and custodial aides, exclusive of all other employees.

ARTICLE II - NON-DISCRIMINATION

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

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee of the Perth Amboy Board of Education that there has been to him a personal loss, injury, or inconvenience because of an interpretation, application, or violation of policies and administrative decisions affecting him, except the term "grievance" shall not apply to: (1) any matter for which a method or review is prescribed by law or (2) any rule or regulation of the State Commissioner of Education or (3) any rule or regulation of the Public Employees' Retirement System or (4) any matter which according to law is limited to action by the Board alone. A grievance to be considered under this procedure must be initiated in writing by the aggrieved employee within 21 calendar days from the time that the employee knew or should have known of its occurrence, and failure to act shall constitute abandonment.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step.

2. Any employee who has a grievance shall discuss it first with his principal (or any supervisor if applicable) in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he shall initiate a grievance in writing to the principal within the 21 calendar-day period above specified, specifying:

- (a) Nature of grievance
- (b) Nature of extent of injury, loss or inconvenience
- (c) Results of previous discussions
- (d) His dissatisfaction with decisions previously rendered

The principal shall communicate his decision to the employee in writing within five calendar days of receipt of the written grievance.

4. Employees in the following classifications, no later than five calendar days after receipt of principal's decision may appeal to the Board Secretary/School Business Administrator utilizing the procedure described in #5 below: custodians, custodial aides.

5. The appeal to the Secretary/School Business Administrator shall be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Secretary/School Business Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten calendar days provided that the matter does not come to the Secretary/School Business Administrator during his vacation period and in the event it does, the matter shall be resolved within five (5) days of return from vacation by the School Business Administrator. The decision by the School Business Administrator shall be communicated in writing to the employee and the principal.

6. If the grievance is not resolved to the employee's satisfaction, no later than five calendar days after receipt of Secretary/School Business Administrator's decision he may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward request to the Board within five calendar days of receipt of same. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision which shall be binding on all parties in writing within 30 calendar days of receipt of the said request from the Board Secretary.

ARTICLE IV - CUSTODIAL RIGHTS

- A. Adequate space shall be provided in each school for the posting of material.
- B. Custodians may call a meeting in each school with permission of the principal and notice to the Board office.
- C. Custodians may use inter-school mail.

- D.
- (1) If negotiations are scheduled during working hours, no more than three (3) members of the bargaining unit, including no more than two (2) from any one school, shall be released from duty.
 - (2) A union negotiating team member shall not attend a negotiating session if his absence from duty leaves the building without a black seal license.
 - (3) In the event of the absence of a union negotiating team member from his regularly assigned duties for the purpose of negotiating, his duties shall be fully performed by the remaining members of the bargaining unit on duty in the building.
 - (4) The Board shall not be liable for the payment of any overtime to members of the union negotiating team due to their involvement in negotiations.

ARTICLE V - GENERAL CONDITIONS

- A. Once each school year, a committee comprised of members of the bargaining unit shall meet at an appropriate time with the Business Administrator or his designee to discuss ordering of supplies.
- B.
- (1) Any vacancy in any position covered by this Agreement shall be posted in all buildings for at least one (1) calendar week. Such posting does not prohibit the Board from filling the vacancy on a temporary basis, filling the vacancy by means of a new hire, or determining the vacancy need not be filled.
 - (2) In filling any vacancy, the Business Administrator shall take seniority into consideration if all other factors are equal. Such other factors shall include, but not be limited to, record of attendance, physical condition, and ability to perform the work.
 - (3) Nothing contained in this section V.B.3 guarantees the appointment of a member of the bargaining unit as opposed to a new hire and all assignments shall be at the sole discretion of the Business Administrator.

ARTICLE VI - SALARIES AND OTHER BENEFITS

- A. Effective July 1, 1973:

- (1) All members of the bargaining unit classified as Custodian A or B who are at maximum shall receive an increase of five hundred dollars (\$500.00) for the 1973-74 school year.
- (2) All members of the bargaining unit classified as Custodian A or B who are not at maximum shall receive an increase of four hundred dollars (\$400.00), in addition to the regular increment as specified in the Guide in effect during the 1972-73 school year, for the 1973-74 school year.

(3) All members of the bargaining unit classified as Custodian D shall receive three hundred dollars (\$300.00), in addition to any increment to which entitled as specified in the Guide in effect during the 1972-73 school year, for the 1973-74 school year.

(4) The salary guide for custodians employed between July 1, 1973 and June 30, 1974 is attached as Appendix A.

B. Effective July 1, 1974:

(1) All members of the bargaining unit classified as Custodian A or B shall receive an increase of five hundred dollars (\$500.00), in addition to any increment to which entitled as specified in the Guide in effect during the 1972-73 school year for the 1974-75 school year.

(2) All members of the bargaining unit classified as Custodian D shall receive an increase of four hundred dollars (\$400.00), in addition to any increment to which entitled as specified in the Guide in effect during the 1972-73 school year, for the 1974-75 school year.

(3) The salary guide for custodians employed between July 1, 1973 and June 30, 1975 is attached as Appendix B.

C. Members of the bargaining unit classified as Custodian A or Custodian B who are assigned to a second shift (3 P. M. to 11 P. M.) shall receive an additional three hundred dollars (\$300.00) over their salary.

D. (1) The Head Custodian of the High School and of the Middle School shall each have one hundred dollars (\$100.00) added to their respective additional compensation.

(2) The custodians assigned to "one-man" schools shall each have one hundred dollars (\$100.00) added to their respective additional compensation.

(3) The schedule of additional compensation for Head Custodians is attached to this Agreement as Appendix C.

ARTICLE VII

A. The Board Policy on sick leave shall continue.

B. Maternity Leave

(1) Any female employee upon becoming aware of a pregnancy shall promptly report same in writing to the Superintendent of Schools and also state the expected date of birth.

(2) Said employee need not apply for a leave of absence but she may apply for a leave of absence at her own discretion which will not be denied by the Board upon proof of pregnancy. Said voluntary leave of absence shall not exceed a period of 18 months.

(3) a). An employee not applying for a leave of absence and who continues her work shall upon the sixth month of pregnancy present a Certificate of physical fitness from her doctor. A new certificate shall be submitted at the beginning of the seventh month and every two weeks thereafter until the ninth month, at which time a certificate shall be submitted weekly.

b). Employee agrees to submit to medical examinations by a physician of the Board's choice whenever the Board requests same. Board agrees, however, that it will not request its own medical examination unless it has concluded through its supervisory personnel that it believes that the employee is physically not capable of performing her duties or that her physical well-being is endangered. The Board's conclusion through its personnel in this respect shall be final.

(4) The Superintendent of Schools shall not remove any tenured or non-tenured employee from her duties during her pregnancy, or prevent her from resuming her duties, as the case may be, except on one of the following basis:

a). The Superintendent has found that her work performance has noticeably declined by reason of the pregnancy; but before relieving her of her duties, the Superintendent of Schools shall give the said employee an opportunity to be heard on the matter. The Superintendent's decision may be appealed from as provided for in the Grievance Procedure.

b). The pregnant employee cannot produce a Certificate from her physician that she is medically able to continue working.

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

d). Any other just cause.

(5) Any female employee who adopts an infant shall be eligible for a maternity leave if she so requests, not to exceed 18 months.

(6) All maternity leave, voluntary or involuntary, shall be without pay.

(7) A non-tenured employee shall not be entitled to a leave of absence beyond the contract school year in which the leave was obtained.

(8) Nothing contained herein shall prohibit the Board of Education from bringing a charge of any nature or kind against an unmarried pregnant employee and the granting or denial of an application for leave of absence by such an employee shall not prejudice the right of the Board in taking any action it feels is necessary nor shall it limit the rights of the Board in any respect.

C. **Military Leave**

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

18A:6-33 TENURE, PENSION AND OTHER EMPLOYMENT RIGHTS IN MILITARY AND NAVAL SERVICE SAVED

L. 1944, c. 226, p. 765 entitled, "An Act concerning persons holding certain offices, positions and employments in the public school system of this state who, after July 1, 1940 have entered or hereafter shall enter the active military or naval service of the United States or of this state, in time of war or emergency, or for or during any period of training or pursuant to or in connection with the operation of any system of selective service, or who, after July 1, 1940, have entered or hereafter, in time of war or emergency, shall enter the active service of the women's reserve of the naval reserve or any similar organization authorized by the United States to serve with the army or navy, and to provide for and protect their rights to employment, re-employment and tenure in such offices, positions and employments and the rights, privileges and benefits of certain of them in any pension, retirement or annuity fund of which they were or are members in good standing at the time of entering such service and repealing "An act concerning the holders of offices, positions, and employments in the public schools of this state, concerning re-employment, acquisition of tenure and protecting pension rights when the holders of such offices, positions or employments enter the military or naval services of the United States, and supplementing Title 18 of the Revised Statutes", approved May 19, 1941 (P.L. 1941 c. 134), as said title was amended by Chapter 119 of the Laws of 1942 (P.L. 1942, c. 119), "approved April 21, 1944 (P.L. 1944 c. 226), as said title was amended by Chapter 91 of the Laws of 1951, and L. 1951, c. 91, is saved from repeal. (This act provides for leaves of absence to join military or naval service of the United States after July 1, 1940 and saves their tenure pension and other employment rights.)

D. **Absence on Account of Death in the Immediate Family**

In case of the death of a member of the immediate family (immediate family as here used means parents, brothers, sisters, own children, husband or wife, grandparents and grandchildren) of any employee, 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 not exceeding one calendar week. This allowance shall not extend beyond the seventh day following the date of death. In case of death of aunts, uncles, brothers-in-law, sisters-in-law, mother-in-law, father-in-law, nieces or nephews of any employee, such employee shall be excused without loss of pay for a period not to exceed two school days, provided the two days come within five (5) days following the date of death.

E. Quarantine

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

ARTICLE VIII - WELFARE

- A. The Board shall continue its present insurance program.
- B. The Board shall provide each member of the bargaining unit with one (1) uniform each odd year and two (2) uniforms each even year.

ARTICLE IX - DUES DEDUCTION

- A. The Board agrees to deduct from the salary of its employees dues for the Federation. Such employees must voluntarily authorize the Board to make such deductions on the form provided in sub-paragraph (b), this section, and such monies shall be transmitted to the Federation. In the event dues deductions are not made due to clerical errors, the Board will be so notified by the Federation and proper action will be taken the following month.
- B. In accordance with Chapter 233, Laws of 1969, the following form shall be used for dues checkoff for the Federation.

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

I hereby request and authorize the above named secretary of the Board of Education to deduct from my earnings an amount sufficient to provide for one-tenth (1/10) of the yearly membership dues, as certified by Local 857, AFT, to the Secretary of the Board of Education, to the treasurer of Local 857, AFT, in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Secretary of the Board of Education will discontinue such deductions only if I file such a notice of withdrawal as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed. I also agree that upon termination of employment the Secretary of the Board of Education shall deduct any remaining amount due for that school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore.

ARTICLE X - MISCELLANEOUS

- A. Custodians shall report illness to a central number.
- B. (1) In addition to the number of holidays presently provided by the Board, the following shall occur as indicated:

a). Effective July 1, 1973 and thereafter December 24th shall be a holiday providing school is not scheduled.

b). Effective July 1, 1974 and thereafter, the day following Thanksgiving shall be a holiday providing school is not scheduled.

c). On these or any other holidays the Board retains the right to assign one or more individuals to check boilers as required.

ARTICLE XI - NEGOTIATING PROCEDURE

- A. On or before September 15, 1974 the executive board and negotiating committee of the Federation, the Board of Education, and the Business Administrator will meet for the purpose of the Federation delivering its demands for negotiations, and the further purpose of discussing such ground rules as are necessary.
- B. On or before October 15, 1974 representatives of the Federation and the Board will meet for the purpose of negotiating terms and conditions of employment as required by Chapter 303.
- C. If clarification of items, for either educational reasons or to determine actual cost, is necessary, Federation representatives will meet between September 15th and October 15th, with the Superintendent, School Business Administrator, or any Board designated representative as is required.

ARTICLE XII - CONFORMITY TO LAW

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

ARTICLE XIII - DURATION

The Period covered by this Agreement is from July 1, 1973 to June 30, 1975.

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.

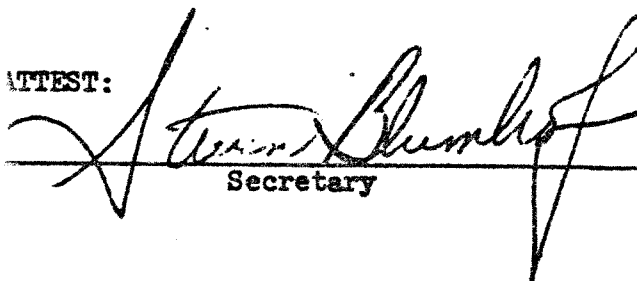
ATTEST:


Secretary



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

By 
President

ATTEST:


Secretary

PERTH AMBOY FEDERATION OF TEACHERS,
LOCAL #857, as sole and exclusive
bargaining agent for all Perth Amboy
custodians and custodial aides.

By 
President

Vice President in charge of Negotiations

APPENDIX A

SALARY GUIDE FOR CUSTODIANS EMPLOYED
BETWEEN JULY 1, 1973 AND JUNE 30, 1974
EFFECTIVE JULY 1, 1973

Custodians with Black Seal License (Custodian-A)

Starting - \$6,000.00
1st step - \$6,400.00
2nd step - \$6,816.00
3rd step - \$7,232.00
4th step - \$7,748.00
5th step - \$8,288.00
6th step - \$8,508.00
(After 20 years service)* - \$8,608.00
(After 25 years service)* - \$8,808.00

Custodians without Black Seal License (Custodian-B)

Starting - \$5,500.00
1st step - \$5,900.00
2nd step - \$6,316.00
3rd step - \$6,732.00
4th step - \$7,248.00
5th step - \$7,788.00
6th step - \$8,008.00
(After 20 years service)* - \$8,108.00
(After 25 years service)* - \$8,308.00

Custodial Aides (Custodian-D)

Starting - \$3,600.00
1st step - \$3,900.00
2nd step - \$4,200.00
3rd step - \$4,356.00
(After 20 years service)* - \$4,456.00
(After 25 years service)* - \$4,656.00

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

APPENDIX B

SALARY GUIDE FOR CUSTODIANS EMPLOYED
BETWEEN JULY 1, 1973 AND JUNE 30, 1975 -
EFFECTIVE JULY 1, 1974

Custodians with Black Seal License (Custodian-A)

Starting - \$6,400.00
1st step - \$6,800.00
2nd step - \$7,216.00
3rd step - \$7,632.00
4th step - \$8,148.00
5th step - \$8,688.00
6th step - \$9,008.00
(After 20 years service)* - \$9,108.00
(After 25 years service)* - \$9,308.00

Custodians without Black Seal License (Custodian-B)

Starting - \$5,900.00
1st step - \$6,300.00
2nd step - \$6,716.00
3rd step - \$7,132.00
4th step - \$7,648.00
5th step - \$8,188.00
6th step - \$8,508.00
(After 20 years service)* - \$8,608.00
(After 25 years service)* - \$8,808.00

Custodial Aides (Custodian-D)

Starting - \$4,000.00
1st step - \$4,300.00
2nd step - \$4,600.00
3rd step - \$4,756.00
(After 20 years service)* - \$4,856.00
(After 25 years service)* - \$5,056.00

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

APPENDIX C

HEAD CUSTODIAN ADDITIONAL COMPENSATION

Perth Amboy High School	\$1,000.00
Ass't Head Custodian High School (including 2nd shift)	600.00
Middle School	700.00
Shull School	500.00
Flynn School	300.00
#10 School	300.00
Administrative Headquarters	300.00
#1, #2, #5, #7, #9 and Galvin School	100.00