

Perth Amboy Board of Education

A G R E E M E N T

BOARD OF EDUCATION OF PERTH AMBOY

and

PERTH AMBOY SCHOOL ADMINISTRATORS'

and

SUPERVISORS' ASSOCIATION

X July 1, 1981 through June 30, 1983

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

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PREAMBLE

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

W I T N E S S E T H :

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

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

ARTICLE I

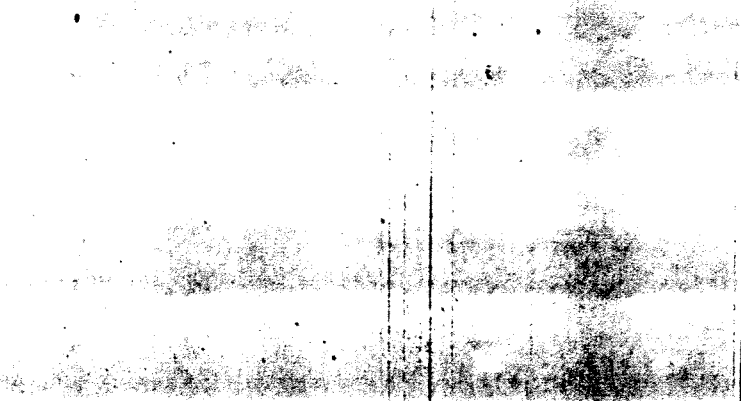
RECOGNITION

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

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to commence negotiations in accordance with the requirements of Chapter 303 of the Laws of 1968 as amended and supplemented by Chapter 123 of the Laws of 1974.



N. ARON & TILL
ATTORNEYS AT LAW
LIBERTY AVENUE
L. 080 JERSEY 07000

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by a member of the unit above defined that there has been to him a personal loss, injury or inconvenience because of an interpretation, application or violation of policies, agreement, and administrative decisions affecting 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 or regulation of the State Commissioner of Education or (3) any matter which according to law is limited to action by the Board alone or (4) a complaint of a non-tenure member which arises by reason of his not being re-employed or (5) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated in writing by the member within thirty (30) calendar days from the time when the member knew or should have known of its occurrence and failure to act shall constitute abandonment.

- B.
1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 2. Any member who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
 3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the member, he shall initiate a grievance in writing to the immediate superior within the thirty (30) calendar day period above specified, specifying:
 - (a) The nature of the grievance, specifying the section of the Agreement or Board policy, where applicable, alleged to have been violated.

ARTICLE III - cont'd

GRIEVANCE PROCEDURE

- (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 member in writing within three (3) school days of receipt of the written grievance.

4. (a) The member, no later than five (5) school days after receipt of the immediate superior's decision, may appeal to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; but in the event that the matter comes to the Superintendent during his vacation period, then he shall resolve the matter within two (2) calendar weeks after his return from vacation. The Superintendent shall communicate his decision in writing to the member and the immediate superior.
 - (b) If the matter comes before the Superintendent during his vacation period, and if he has not appointed a designee to hear such grievance, and if irreparable harm will result to the grievant, the Association may submit the grievance to the Board through the Board Secretary.
5. If the grievance is not resolved to the member's satisfaction no later than five (5) 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 member and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.

ARTICLE III - cont'd

GRIEVANCE PROCEDURE

6. If the decision of the Board does not resolve the grievance to the satisfaction of the member and the member wishes review by a third party, he shall so notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision.
7. (a) The following procedure will be used to secure the services of an arbitrator:
 1. Aggrieved or his representative 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 arbitrators report of findings. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.
- (c) Rights of Members to Representation
 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.
 2. When a member is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

ARTICLE III - cont'd

GRIEVANCE PROCEDURE

3. The Board and the Association 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.

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

C. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

- A. 1. The Board shall mail to the Association a copy of the official minutes of each official meeting of the Board at the same time as the official minutes are forwarded to members of the Board.
2. When and as members of the Board are notified of regular or special meetings of the Board, the president of the Association shall also be notified .
- B. The Association may call meetings in each school, subject to adequate notice and approval from the Superintendent. Such meeting shall not interfere with normal school activities and the Superintendent shall not unreasonably refuse approval.
- C. When the parties schedule a negotiating session during the normal school day, the members of the Association negotiating team, not to exceed two (2) (no more than one (1) from any school) shall suffer no loss in pay.
- D. The Association shall have the right to use school equipment at reasonable times when the equipment is not otherwise in use. Such usage shall not be unreasonably exercised. The Association shall use its own materials and supplies.
- E. The utilization of the administrative and supervisory staff in the development of the Educational Program and professional practices shall continue.
- F. The Superintendent or his designee shall hold two separate meetings during November - one with the supervisors and certificated directors, and one with the principals and vice-principals - for the purpose of discussing the formulation of the school budget as it pertains to them.

ARTICLE V

EMPLOYMENT

- A. All members of the bargaining unit shall comply with the rules and regulations of the Board of Education and as they are changed from time to time governing the duties and functions of their positions.
- B. All principals and vice principals shall report for work twenty (20) minutes before teachers within their buildings and remain on duty thirty (30) minutes after teachers leave. Directors and Supervisors shall report at the same time as teachers report to the building where their offices are assigned and remain on duty thirty (30) minutes after teachers leave. Directors and Supervisors' offices assigned to the Administration Headquarters building shall report by 8:30 A.M. and remain on duty thirty (30) minutes after elementary teachers leave.
- C. During the summer months, one of the high school vice-principals, to be designated by the Superintendent, shall serve as principal of the summer school.
- D. The elementary vice-principals shall be assigned a twelve (12) month working schedule with a ratio of 1.30. Their assignment during the summer months will be at the discretion of the Superintendent.
- E. Salary guides for members of the bargaining unit are attached as Appendix A and made a part of this Agreement.
- F. Members will receive the sum of not more than four hundred (\$400.00) dollars per year in repayment of tuition for course credit for graduate courses taken for professional improvement and having the prior approval of the Superintendent. The stipend shall be paid after presentation to the Superintendent of a transcript indicating a grade of "C" or better and a receipt for money expended, however, such a stipend shall not be paid for any courses required for basic administrative certification.
- G. Supervisors and Directors whose responsibility is at more than one school shall receive an automobile allowance of five hundred fifty (\$550.00) dollars for the year 1981-1982 and be compensated twenty-four (24¢) cents per mile for approved out of city mileage; and shall receive five hundred seventy-five (\$575.00) dollars for the year 1982-1983 and be compensated twenty-eight (28¢) cents per mile for approved out of city mileage.

ARTICLE V - cont'd

H. Sick Leave

1. Employees of the Perth Amboy Board of Education with twenty (20) years or less of cumulative employment shall be allowed full pay during a school year and shall accumulate a maximum of unused sick leave, in any year as follows:
 - (a) Ten month employees - ten days
 - (b) Eleven month employees - eleven days
 - (c) Twelve month employees - twelve days

2. Personnel employed for more than twenty (20) years by the Perth Amboy Board of Education and members employed by the Board who have twenty (20) years of accumulated public school teaching experience and who, unless expressly waived by the Board upon the recommendation of the Superintendent, have been so engaged for over two (2) years next preceding their employment by the Perth Amboy Board of Education shall be allowed full pay and shall accumulate a maximum of unused sick leave, in any years, as follows:
 - (a) Ten month employees - fifteen days
 - (b) Eleven month employees - sixteen and one-half days sick leave, fifteen of which are cumulative
 - (c) Twelve month employees - eighteen days, fifteen of which are cumulative

3. Any member whose sick leave exceeds the annual sick leave shall be entitled to apply to the Board of Education for an additional maximum sick leave of forty (40) days or to the end of the school year, whichever is less, for an extended or serious illness; provided, however, that for such additional period such person shall receive each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute, if none is employed. A day's salary is defined as 1/200ths of the annual salary for ten (10) month employees and 1/240ths for twelve (12) month employees.

ARTICLE V - cont'd

4. Members absent from school because of accidental injury arising out of or in the course of employment shall receive full salary and all other benefits as if they were present on condition that they turn over to the Board all monies received from the compensation carrier of the Board for temporary disability. It is expressly understood that all money received for permanent disability shall be retained by the employee.
5. The Superintendent of Schools may require a member to furnish a physician's certificate of illness before allowing pay for days absent on account of personal illness, and in each case in which he does not require a physician's certificate, he shall require the employee 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.
6. The rules governing sick leave pay of employees who are absent on account of illness shall apply to the cases of employees who are unable to report for duty on the first day of school at the beginning of the school year. Employees who are unable to report for duty on the first day of school due to personal illness shall notify the Superintendent of Schools and shall furnish a physician's certificate.
7. Members hired on or after October 1st of any school year shall have their sick days prorated at the rate of one (1) day per full month of service.

I. Personal Leave Days

1. All Members are entitled to non-accumulate personal leave days if the reasons for such request is approved in advance by the Superintendent at his discretion, subject to the following restrictions:
 - (a) Except in the event of an emergency making such notice impossible, at least twenty-four (24) hours notice shall be given.

ARTICLE V - cont'd

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

In emergency circumstances a personal day with reason may be granted in the above circumstances upon prior approval of the Superintendent of Schools. If the Superintendent cannot be reached for such advanced approval an employee who takes such a personal day risks having his/her pay deducted for that day if subsequent approval is not granted. In any event, denial of approval for any such day is not subject to the grievance procedure.

- (c) Such leave days will be used for personal business normally unable to be completed after normal school hours, and will not be used as additional vacation, holiday, nor for any concerted activity.

J. 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 eighteen (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.

ARTICLE V - cont'd

- (b) Employee agrees to submit to medical examination by a physician of the Board's choice whenever the Board requests same. Board agrees, however, that it will not request its own medical examination unless it has concluded through its supervisory personnel that it believes that the 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 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 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 working, 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.

ARTICLE V - cont'd

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

K. Military Leave

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

18A:6-33 TENURE, PENSION AND OTHER EMPLOYMENT RIGHTS TO 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, 1949, have entered or hereafter, in time of war or emergency, shall enter the active service of the women's army corps, the women's reserve of the naval reserve or any similar organization authorized by the United States to serve with the army or navy, and to provide for and protect their rights to employment, 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

ARTICLE V - cont'd

the United States, and supplementing Title 18 of the Revised Statutes', approved May 19, 1941 (P.L. 1941 e. 134), as said title was amended by Chapter 119 of the Laws of 1942 (P.L. 1942, c. 119)." approved April 21, 1944 (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, 1949 and saves their tenure pension and other employment rights.)

L. Peace Corps, Teacher's Corps, Vista

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

M. Sabbatical Leave

1. Sabbatical Leave shall not be granted for the purpose of engaging in gainful occupations or for the study of another trade or profession.
2. A Sabbatical Leave of Absence may be granted by the Board to any member as defined in the Salary Guide, employed by the Board serving on an annual salary, for the purposes of study or travel in accordance with these rules:
 - (a) Study as here used shall mean study at an institution of higher learning. Evidence of matriculation shall be submitted by applicants to the Superintendent of Schools. Courses to be taken by applicants during their Sabbatical Leave shall be subject to the approval of the Superintendent of Schools. Not less than eight (8) points of college credit shall be taken during each semester of the Sabbatical Leave beginning September 1st and ending June 30th. A leave may be taken for the purpose of writing a dissertation for a doctor's degree.

ARTICLE V - cont'd

- (b) Travel, as used here, requires the applicant to travel for specific educational and cultural purposes. A proposed itinerary shall be submitted for approval of a recommendation to the Board of Education by the Superintendent. A report shall be submitted to the Superintendent after completion of Sabbatical Leave.
3. In order to be eligible for a first Sabbatical Leave for study or travel, a member shall have served in the Perth Amboy Public Schools for at least seven (7) consecutive years immediately preceding the beginning of the proposed Sabbatical Leave. A member who shall have had a Sabbatical Leave for study or travel may apply for a second Sabbatical Leave for study or travel not earlier than seven (7) years from the close of the first Sabbatical Leave provided these seven years represent seven consecutive years of teaching in the Perth Amboy Public Schools.
 4. Application for Sabbatical Leave shall be submitted to the Board through the office of the Superintendent of Schools on official forms prepared for that purpose and shall be for a period of not less than three (3) months nor more than one (1) year. Applications for Sabbatical Leave must be submitted to the Superintendent of Schools not later than sixty (60) days prior to the first day of the Leave of Absence.
 5. Applications shall be considered in the order of their receipt in the Superintendent's office, however, not more than one (1) principal or vice-principal, and one (1) supervisor or certified director shall be on Sabbatical Leave during any one semester.
 6. Requests for withdrawal of application for Sabbatical Leave must be in the office of the Superintendent of Schools not less than thirty (30) days prior to the first proposed day of the Leave of Absence.
 7. Within one (1) month after resumption of service following the termination of a Sabbatical Leave for study or travel, each member shall submit to the Superintendent of Schools, on a form provided for that purpose, a report on the manner in which the Sabbatical Leave was spent.

ARTICLE V - cont'd

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

N. Absence on Account of Death in the Immediate Family

In case of the death of a member of the immediate family (immediate family as here used means parents, brothers, sisters, own children, husband or wife, grandparents and grandchildren of any employee, mother-in-law, father-in-law 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 (1) calendar week. This allowance shall not extend beyond the seventh (7th) day following the date of death. In case of death of aunts, uncles, brothers-in-law, sisters-in-law, nieces or nephews of any employee, such employee shall be excused without loss of pay for a period not to exceed two (2) school days, provided the two (2) days come within five (5) days following the date of death.

O. Quarantine

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

ARTICLE V - cont'd

P. Members may be permitted, with pay, to attend the funeral services of a deceased teacher from their own school faculty or of a member from another school, however, it shall be the sole discretion of the Superintendent concerning the number to be released and the specific staff members to be released.

Q. Absence for attendance at Educational Meetings

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

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

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

S. A member who has first requested an exemption for jury duty and had been refused, shall suffer no loss in pay for jury duty.

T. The Board will continue to provide that which is required by law to any member required to take a selective service examination.

U. The Board will continue to provide that which is required by law to any member on temporary active reserve duty.

V. Extension of Leave of Absence

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

ARTICLE V - cont'd

1. The Board shall continue its present insurance coverage which includes dependents and amount of payment made on behalf of the members.
 2. The Board shall provide eye examination and eyeglasses insurance.
 3. It is the responsibility of the employee to report in writing any changes in his or her Marital status or number of dependents for insurance records and if the employee has not made such written report, the Board is relieved of all insurance liability in reference to such insured coverage.
- W. Employees may begin their vacation two (2) weeks after the closing of the schools with the prior approval of the Superintendent. The total number of vacation days shall be computed each year as equivalent to the number of work days which fall between July 16th and August 15th inclusive.
- X. Administrators and Supervisors as defined in Title 18A, who retire from the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System, shall be entitled to a lump sum payment for reimbursement of accumulated sick leave as follows: After July 1, 1981, 50% of unused accumulated sick leave up to a maximum of \$5,500.00 and after July 1, 1982, 50% of unused accumulated sick leave up to a maximum of \$6,000.00.

ARTICLE VI

DUES DEDUCTION

- A. The Board agrees to continue the practice of deducting from the salary of the members dues for the Association. Such employees must voluntarily authorize the Board to make such deductions on the proper form and such monies shall be transmitted to the Association. In the event dues deductions are not made due to clerical errors, the Board will be so notified by the Association and proper action will be taken the following month.
- B. The Board of Education shall pay up to two hundred fifteen (\$215.00) dollars per year towards the cost of national and state dues for Principals and Supervisors Associations.
- C. The Association agrees to save the Board harmless once said monies so deducted shall be transmitted to the Association and relieves the Board and all its officers from any liability therefore.

ARTICLE VII

REDUCTION IN FORCE

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

ARTICLE VIII

BOARD'S RIGHTS

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

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

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

- C. To relieve employees of duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the school district operations entrusted to them.
- E. To determine the methods, means and personnel by which operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE IX

FULLY BARGAINED PROVISION

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

ARTICLE X

MISCELLANEOUS PROVISIONS

- A. All members of the unit shall be required to indicate their presence for duty by placing their initials opposite their name in the appropriate faculty roster of their regularly assigned school or office. However, should any member elect to initially report to any other school at the beginning of the school day or leave from any other school at the end of the school day, said member shall be required to make the appropriate communication to that member's regularly assigned school. In addition, if any member of the unit moves from one school to another during the school day, said member shall be required to indicate the time of arrival and departure for each school visited.
- B. In most cases where new personnel are being considered for employment, the Principal or Supervisor to whom the prospective employee will be reporting will participate in the screening process of applicants and his recommendation will be considered when applicable. The Board retains the right to determine who will be hired in all instances.
- C. If any provision of this Agreement or any application of this Agreement to any members or group of members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its term, shall be controlling.
- E. The duration of this Agreement shall be from July 1, 1979 to June 30, 1981.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement this 21st day of SEPTEMBER 1981.

PERTH AMBOY SCHOOL ADMINISTRATORS'
AND SUPERVISORS' ASSOCIATION

By: Michael P. Piro
Chairman, Negotiating
Committee

By: Alvin Mattis
President

PERTH AMBOY BOARD OF
EDUCATION

By: Edmund Tomietek, Jr.
President

By: John M. Podest
Secretary

APPENDIX A

SALARY GUIDE
EFFECTIVE JULY 1, 1981

	<u>MAXIMUM</u>	<u>15 Yrs. Service</u>	<u>20 Yrs. Service</u>	<u>25 Yrs. Service</u>
<u>PRINCIPAL - High School (12 mos.)</u> (Ratio 1.7 x salary of teachers with similar training)				
Master's Degree	\$42,882.50	\$43,307.50	\$43,520.00	\$43,945.00
Master's Degree plus 30	43,435.00	43,860.00	44,072.50	44,497.50
<u>PRINCIPAL - McGinnis & Shull (12 mos.)</u> (Ratio 1.483 x salary of teachers with similar training)				
Master's Degree	37,408.68	37,779.43	37,964.80	38,335.55
Master's Degree plus 30	37,890.65	38,261.40	38,446.78	38,817.53
<u>PRINCIPAL - Elementary (12 mos.)</u> (Ratio 1.375 x salary of teachers with similar training)				
Master's Degree	34,684.38	35,028.13	35,200.00	35,543.75
Master's Degree plus 30	35,131.20	35,475.00	35,646.88	35,990.63
<u>VICE-PRINCIPAL - High School (12 mos.)</u> (Ratio 1.35 x salary of teachers with similar training)				
Master's Degree	34,053.75	34,391.25	34,560.00	34,897.50
Master's Degree plus 30	34,492.50	34,830.00	34,998.75	35,336.25
<u>VICE-PRINCIPAL - McGinnis & Shull (12 mos.)</u> (Ratio 1.30 x salary of teachers with similar training)				
Master's Degree	32,792.50	33,117.50	33,280.00	33,605.00
Master's Degree plus 30	33,215.00	33,540.00	33,702.50	34,027.50

APPENDIX A
SALARY GUIDE EFFECTIVE JULY 1, 1981 (cont'd)

	<u>MAXIMUM</u>	<u>15 Yrs. Service</u>	<u>20 Yrs. Service</u>	<u>25 Yrs. Service</u>
<u>SUPERVISORS & DIRECTOR OF AUDIOVISUAL (10 mos.)</u>				
(Ratio 1.205 x salary of teachers with similar training)				
Master's Degree	\$30,396.13	\$30,697.38	\$30,848.00	\$31,149.25
Master's Degree plus 30	30,787.75	31,089.00	31,239.63	31,540.88

(For the purpose of this Salary Guide, a Supervisor shall be one who supervises the work of teachers in more than one school)

DIRECTOR OF SPECIAL SERVICES (12 mos.)
DIRECTOR OF GUIDANCE (12 mos.)
DIRECTOR OF ADULT EDUCATION (12 mos.)
 (Ratio 1.375 x salary of teachers with similar training)

Master's Degree	34,684.38	35,028.13	35,200.00	35,543.75
Master's Degree plus 30	35,131.20	35,475.00	35,646.88	35,990.63

- (1) All advancements on the guide, including annual increments and raises as set forth in salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approved by the Board.
- (2) All individuals designated as 12-month employees will have a one-month vacation as described in Article V, Paragraph W of this Agreement. Should the parties agree to change any twelve (12) month position to a ten (10) month position, the ratio set forth for that position shall be reduced by .10.
- (3) Initial salaries of the above positions shall be determined by the Board based upon types and degrees of prior experiences and qualifications.

SALARY GUIDE
EFFECTIVE JULY 1, 1982

	<u>MAXIMUM</u>	<u>15 Yrs. Service</u>	<u>20 Yrs. Service</u>	<u>25 Yrs. Service</u>
<u>PRINCIPAL - High School (12 mos.)</u> (Ratio 1.7 x salary of teachers with similar training)				
Master's Degree	\$46,367.50	\$46,877.50	\$47,430.00	\$48,067.50
Master's Degree plus 30	46,920.00	47,430.00	47,982.50	48,620.00
<u>PRINCIPAL - McGinnis & Shull (12 mos.)</u> (Ratio 1.483 x salary of teachers with similar training)				
Master's Degree	40,448.83	40,893.73	41,375.70	41,931.83
Master's Degree plus 30	40,930.80	41,375.70	41,857.68	42,413.80
<u>PRINCIPAL - Elementary (12 mos.)</u> (Ratio 1.375 x salary of teachers with similar training)				
Master's Degree	37,503.13	37,915.63	38,362.50	38,878.13
Master's Degree plus 30	37,950.00	38,362.50	38,809.37	39,325.00
<u>VICE-PRINCIPAL - High School (12 mos.)</u> (Ratio 1.35 x salary of teachers with similar training)				
Master's Degree	36,821.25	37,226.25	37,665.00	38,171.25
Master's Degree plus 30	37,260.00	37,665.00	38,103.75	38,610.00
<u>VICE-PRINCIPAL - McGinnis & Shull (12 mos.)</u> (Ratio 1.30 x salary of teachers with similar training)				
Master's Degree	35,457.50	35,847.50	36,270.00	36,757.50
Master's Degree plus 30	35,880.00	36,270.00	36,692.50	37,180.00



SALARY GUIDE EFFECTIVE JULY 1, 1982 (cont'd)

	<u>MAXIMUM</u>	<u>15 Yrs. Service</u>	<u>20 Yrs. Service</u>	<u>25 Yrs. Service</u>
<u>SUPERVISORS & DIRECTOR OF AUDIOVISUAL (10 mos.)</u>				
(Ratio 1.205 x salary of teachers with similar training)				
Master's Degree	\$32,866.38	\$33,227.88	\$33,619.50	\$34,071.38
Master's Degree plus 30	33,258.00	33,619.50	34,011.13	34,463.00

(For the purpose of this Salary Guide, a Supervisor shall be one who supervises the work of teachers in more than one school)

<u>DIRECTOR OF SPECIAL SERVICES (12 mos.)</u>				
<u>DIRECTOR OF GUIDANCE (12 mos.)</u>				
<u>DIRECTOR OF ADULT EDUCATION (12 mos.)</u>				
(Ratio 1.375 x salary of teachers with similar training)				
Master's Degree	37,503.13	37,915.63	38,362.50	38,878.13
Master's Degree plus 30	37,950.00	38,362.50	38,809.38	39,325.00

- (1) All advancements on the guide, including annual increments and raises as set forth in salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approved by the Board.
- (2) All individuals designated as 12-month employees will have a one-month vacation as described in Article V, Paragraph W of this Agreement. Should the parties agree to change any twelve (12) month position to a ten (10) month position, the ratio set forth for that position shall be reduced by .10.
- (3) Initial salaries of the above positions shall be determined by the Board based upon types and degrees of prior experiences and qualifications.