

Contract # 524

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
APR 2 1994
RUTGERS UNIVERSITY

AGREEMENT

between

PERTH AMBOY BOARD OF EDUCATION

and

PERTH AMBOY SCHOOL ADMINISTRATORS

and

SUPERVISORS ASSOCIATION

July 1, 1993 - June 30, 1996

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PREAMBLE

THIS AGREEMENT entered into this 3rd day of February, 1994, between the Board of Education of the School District of Perth Amboy, County of Middlesex, a Municipal corporation of the State of New Jersey hereinafter called the "Board", and the Perth Amboy School Administrators' and Supervisors' Association, hereinafter called the "Association".

WITNESSETH

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, and

WHEREAS, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and the exclusive bargaining agent 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 certified 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.
- C. More specifically, the unit shall represent certificated staff limited to:
- all principals - 12 months
 - all directors - 12 months
 - vice principals - 10 months
 - District Supervisors - 10 months including those assigned to Elementary Education, Special Education, State & Federal Programs, Health & Physical Education, Athletics, Math & Science, Vocational Education & Related Arts, Fine &

Performing Arts, Gifted & Talented, Humanities,
Bilingual Education.

- Department Supervisors - 10 months including
Humanities 9-12, Guidance 9-12, Guidance K-8,
Vocational Education & Related Arts 9-12, Math &
Science 9-12, Fine & Performing Arts 9-12.

ARTICLE II

NEGOTIATION PROCEDURE

- A. 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.

- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a claim by a unit member that he has suffered a personal loss, injury, or inconvenience because of an interpretation, application or violation of policies, agreement and administrative decisions affecting him. All grievances may be pursued at the Board of Education level but only those concerning specific sections of this Agreement may proceed into arbitration. The following items shall be specifically excluded from the grievance procedure:

1. Any matter for which a method of review is prescribed by law;
2. Any rule or regulation of the State Board of Education;
3. Any matter which according to law is limited to action by the Board alone;
4. A complaint of a nontenured member which arises by reason of his not being reemployed; or
5. A claim 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.

To be considered under this procedure a grievance must be initiated in writing by the member within twenty (20) calendar

days of its occurrence, and failure to act shall constitute abandonment.

- B. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
2. Any member who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the member, he shall initiate a grievance in writing to the immediate superior within the twenty (20) calendar days specifying:
- (a) The nature of the grievance, specifying the section of the agreement or Board Policy, where applicable, alleged to have been violated;
 - (b) The nature and extent of injury, loss or inconvenience;
 - (c) The results of previous discussions;
 - (d) The reasons for dissatisfaction with decisions previously rendered; and
 - (e) The specific remedy being sought.

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

4. (a) The member may no later than five (5) school days after receipt of the immediate superior's decision appeal that decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter within a period not to exceed ten (10) school days, unless the matter comes to the Superintendent during his vacation period, in which case the matter shall be resolved 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 members' satisfaction no later than five (5) calendar days after receipt of Superintendent's decision, he may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board within five (5) calendar days of receipt of same. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the member and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the member, and the member wishes review by a third party, he shall so notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision.
7. (a) The following procedure will be used to secure the services of an arbitrator:
 1. The Grievant and his representative shall, within the ten (10) school day period, as defined, request the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to act as arbitrator of the dispute in question.

hearing sessions held concerning the grievance and receive a copy of all decisions rendered.

3. The Board and the Association agree that no reprisals of any kind shall be taken by themselves or any member of the administration or 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 nonschool 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

RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

- A. 1. The Board shall mail to the Association a copy of the official minutes of each official meeting of the Board at the same time as the official minutes are forwarded to members of the Board.
- 2. When and as members of the Board are notified of regular or special meetings of the Board, the president of the Association shall also be notified.

- B. The Association may call meetings in each school, subject to adequate notice and approval from the Superintendent. Such meeting shall not interfere with normal school activities and the Superintendent shall not unreasonably refuse approval.

- C. When the parties schedule a negotiating session during the normal school day, the members of the Association negotiating team, not to exceed two (2) (no more than one (1) from any school), shall suffer no loss in pay.

- D. The Association shall have the right to use school equipment at reasonable times when the equipment is not otherwise in use. Such usage shall not be unreasonably exercised. The Association shall use its own materials and supplies.

ARTICLE V

EMPLOYMENT

- A. All members of the bargaining unit shall comply with the rules and regulations of the Board of Education and as they are changed from time to time governing the duties and functions of their position.

- B. All principals, vice principals, directors and supervisors shall report for work twenty (20) minutes before teachers within their buildings (8:30 A.M. for supervisors in the central office) and remain on duty thirty (30) minutes after teachers leave.
 - 1. The work year for 10-month employees will commence on September 1st and terminate on June 30th.

- C. Assignment of vice principals during the summer months will be at the discretion of the Superintendent.

- D. Salary guides for members of the bargaining unit are attached as Appendixes A & B and made a part of this Agreement.

- E. Members will receive the sum of not more than eight hundred eighty-five (\$885.00) dollars per year in repayment of tuition for course credit for graduate courses taken for professional

improvement and having the prior approval of the Superintendent. The stipend shall be paid after presentation to the Superintendent of a transcript indicating a grade of "C" or better and a receipt for money expended. However, such stipend shall not be paid for any courses required for basic administrative certification.

F. All unit members shall be compensated twenty-eight (\$.28) cents per mile for approved mileage and the cost of actual expenses incurred.

G. Sick Leave

1. Members of the Perth Amboy Board of Education with twenty (20) years or less of cumulative employment shall be allowed full pay during a school year and shall accumulate a maximum of unused sick leave in any year as follows:

(a) Ten month members: ten (10) days

(b) Twelve month members: twelve (12) days

2. Personnel employed for more than twenty (20) years by the Perth Amboy Board of Education and members employed by the Board who have twenty (20) years of accumulated public school teaching experience and who, unless expressly waived by the Board upon the recommendation of the Superintendent, have been so engaged for over two (2) years next preceding their employment by the Perth Amboy

Board of Education shall be allowed full pay and shall accumulate a maximum of unused sick leave, in any year as follows:

- (a) Ten month members: Fifteen (15) days
- (b) Twelve month members: Eighteen (18) days,
fifteen (15) of which are
cumulative

3. Any member whose sick leave exceeds the annual sick leave shall be entitled to apply to the Board of Education for an additional maximum sick leave of forty (40) days or to the end of the school year, whichever is less, for an extended or serious illness; provided, however, that for such additional period such person shall receive each day's salary less the pay of the substitute, if a substitute is employed, or the estimated cost of the employment of a substitute, if none is employed. A day's salary is defined as 1/200ths of the annual salary of a ten (10) month member, and 1/240ths of a twelve (12) month member.
4. Members absent from school because of accidental injury - arising out of or in the course of employment shall receive full salary and all other benefits as if they were present, on condition that they turn over to the Board all monies received from the compensation carrier of the Board for temporary disability. It is expressly

understood that all money received for permanent disability shall be retained by the member.

5. The Superintendent may require a member to furnish a physician's certificate of illness before allowing pay for days absent on account of personal illness. In each case in which he does not require a physician's certificate, he shall require the member to furnish a signed statement certifying to personal illness which shall be made on official forms prepared by the Superintendent and shall be kept on file.
6. The rules governing sick leave pay of members who are absent on account of illness shall apply to the cases of members who are unable to report for duty on the first day of school at the beginning of the school year. Members who are unable to report for duty on the first day of school, due to personal illness shall notify the Superintendent and shall furnish a physician's certificate.
7. Members hired on or after October 1st of any school year shall have their sick days pro-rated at the rate of one (1) day per full month of service.

H. Personal Leave Days

1. All members are entitled to nonaccumulative personal leave days if the reasons for such request is approved in

advance by the Superintendent at his discretion, subject to the following restrictions:

- (a) Except in the event of an emergency making such notice impossible, at least three (3) days notice shall be given.
- (b) Normally such leaves shall not be granted on the first day of school in September, nor on the last day of school in June or immediately prior to or after any scheduled vacation period or school holiday.

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

- (c) Such leave days will be used for personal business normally unable to be completed after normal working hours and will not be used for additional vacations, holidays, or concerted activity.
- (d) Each employee taking a personal leave day shall sign the appropriate certificate signifying that

this day was not used as an additional vacation holiday day or for concerted activity.

- (e) The immediate superior shall be notified of the request for personal leave at the time said request is made to the Superintendent.

I. Maternity Leave

1. Any female member, 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.
2. Said member need not but may apply for a leave of absence at her own discretion. This leave will not be denied by the Board upon proof of pregnancy. Said voluntary leave of absence shall be up to two (2) full consecutive school years.

An initial leave request must be from the date of commencement until the end of the current school year. A subsequent extension for all of the following school years may be requested and granted. In all such instances, however, a leave and/or extension of a leave must end with the conclusion of a school year and the member must return to work at the commencement of the following school year.

3. (a) A pregnant member not applying for a leave of absence who continues to work shall upon the sixth month of pregnancy present a certificate of physical fitness from her doctor. A new certificate shall be presented in the seventh month and shall be submitted every two weeks thereafter. During the ninth month, a new certificate shall be submitted weekly.
- (b) Member agrees to submit to medical examination by a physician of the Board's choice whenever the Board requests same. Board agrees, however, that it will not request its own medical examination unless it has concluded through its supervisory personnel that it believes that the member is physically not capable of performing her duties or that her physical well being is endangered. The Board's conclusion through its personnel in this respect shall be final.
4. The Superintendent of Schools shall not remove any tenured or nontenured member from her duties during her pregnancy, or prevent her from resuming her duties, as the case may be, except on one of the following grounds:
 - (a) The Superintendent has found that her work performance has noticeably declined by reasons of the pregnancy, but before relieving her of her

- duties, the Superintendent shall give the said member an opportunity to be heard on the matter;
- (b) Any other just cause as a result of her condition, but the Superintendent's decision may be appealed as provided for in the Grievance Procedure; or
 - (c) The pregnant member cannot produce a certificate from her physician that she is medically able to continue working.
5. The Board's physician and the member's physician agree that she cannot continue working or that she is not yet ready to come back for work. However, if there is a difference of medical opinion between the two physicians, then they shall agree in good faith upon a third impartial physician who shall examine the member and whose medical opinion shall be conclusive and binding on the issue of medical capacity or ability to resume working. The fee of the third impartial physician shall be borne equally by the Board and the member.
 6. Any member employed by the Board who adopts an infant shall be eligible for a Child Rearing leave if he/she so requests, not to exceed eighteen (18) months. This provision shall apply only to one member of the family.
 7. All maternity leave, voluntary or involuntary, shall be without pay.

8. A nontenured member shall not be entitled to a leave of absence beyond the contract school year in which the leave was obtained.
9. All seniority rights shall be maintained during the period of maternity leave.

J. 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 SERVICES SAVED

L. 1944, c. 226, p.765, entitled, "An Act concerning persons holding certain offices, positions and employment in the public school system of this state who, after July 1, 1940 have entered or hereafter shall enter the active military or naval service of the United States or of this state, in time of war or emergency, or for or during any period of training or pursuant to or in connection with the operation of any system of selective service, or who, after July 1, 1940, have entered or hereafter, in time of war or emergency, shall enter the active service of the woman's army corps, the women's reserve of the naval reserve or any similar organization authorized by the United States to serve with the army or navy, and to provide for and protect their rights to employment, reemployment and tenure in such offices, positions and employments and the rights, privileges and benefits of certain of them in any pension, retirement or annuity fund of which they were or are members in good standing at the time of entering such service and repealing "An Act concerning the holders of offices, positions and employments in the public school of this state, concerning reemployment, acquisition of tenure and protecting pension rights. When the holders of such offices, positions or employments enter the military or naval services of the United States and supplementing Title 18 of the Revised Statutes" approved May 19, 1941

(P.L. 1941 c. 134) as said title was amended by Chapter 119 of the Laws of 1942 (P.L. 1942, c. 119) approved April 21, 1944 (P.L. 1944, c. 226), as said title was amended by Chapter 91 of the Laws of 1951, and L. 1951, c. 91, is saved from repeal. (This act provided for 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.

K. 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 used herein shall mean study at an institution of higher learning. Evidence of matriculation shall be submitted by applicants to the Superintendent. Courses to be taken by applicants during their sabbatical leave shall be subject to the approval of the Superintendent. Not less than eight (8) college credits shall be taken during each semester of the sabbatical leave beginning September 1st and ending June 30th. A leave may be taken for the purpose of writing a dissertation for a doctor's degree.

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

3. In order to be eligible for a first sabbatical leave for study or travel, a member shall have served in the Perth Amboy Schools for at least seven (7) consecutive years immediately preceding the beginning of the proposed sabbatical leave. A member who shall have had a sabbatical for study or travel may apply for a second sabbatical leave for study or travel not earlier than seven (7) years from the close of the first sabbatical leave provided these seven (7) years represent seven (7) consecutive years of teaching in the Perth Amboy Public Schools.
4. Application for sabbatical leave shall be submitted to the Board through the Office of the Superintendent 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 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 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, on a form provided for that purpose, a report on the manner in which the sabbatical leave was spent.
8. A member granted a sabbatical leave shall receive one-half (1/2) of the salary which he or she would have received, if working.
9. Any and all rights and privileges including salary increments to which a member in regular employment is entitled shall not be forfeited or impaired by reason of sabbatical leave, but shall be in full force and effect.
10. If a sabbatical is interrupted by serious accident or illness, this fact shall not prejudice the member against receiving all benefits provided for under the terms of the sabbatical, provided the Superintendent was notified

of the accident or illness by registered mail within ten (10) days of its occurrence.

11. If a member on sabbatical leave ascertains she is pregnant, she shall report this fact to the Superintendent immediately and shall be transferred to maternity leave as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

L. Absence on Account of Death in the Immediate Family

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

M. Quarantine

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

N. 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 and the specific staff members.

O. Absence for Attendance at Educational Meetings:

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

P. The Superintendent 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.
- Q. A member who has first requested an exemption for jury duty and had been refused, shall suffer no loss in pay for jury duty.
- R. The Board will continue to provide that which is required by law to any member required to take a selective service examination.
- S. The Board will continue to provide that which is required by law to any member on temporary active reserve duty.
- T. 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.
- U. The Board agrees to continue the same or superior 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.

V. 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 "Riffed" and subsequently rehired shall retain a fully-entitled status with respect to health benefits.
4. Administrative staff promoted from the teaching unit will maintain their status for health benefits.
5. 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 5.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

5.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 5.b. above.

W. Members may begin their vacation two (2) weeks after the closing of the schools with the prior approval of the Superintendent. The total number of vacation days shall be computed each year as equivalent to the number of work days which fall between July 16th and August 15th inclusive.

X. 1. Administrators and supervisors as defined in Title 18A, who retire from the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System, shall be entitled to a lump sum payment for reimbursement of accumulated sick leave as follows: a maximum of \$17,000 with a minimum of 100 days.

2. Retirees may elect to receive their lump sum payment for reimbursement of accumulated sick leave up to seven (7) months after their effective date of retirement provided said member retires at the conclusion of the school year. Members retiring at any other time other than the conclusion of the school year will receive their lump sum payment at the conclusion of one (1) month after the effective date of their retirement. Members retiring at other than the conclusion of the school year will have their sick days credit for their last year of employment adjusted to the percentage of the whole year they are actually employed prior to their effective date of retirement.
3. Members applying for a deferred retirement will be eligible to receive compensation for unused sick days in accordance with the provisions described above which are in effect at the time employment terminates. Payment will be rendered to member on the date he is eligible to receive pension payments as certified by the Teachers' Pension & Annuity Fund or the Public Employees' Retirement System. It is the responsibility of the member to provide proof of pension certification to the Board of Education office in order to receive compensation.

4. Upon the death of a member, the member's beneficiary shall receive the amount due to the member under this sick leave reimbursement clause, provided that the member had worked twenty (20) or more years in the Perth Amboy School System.

ARTICLE VI

DUES DEDUCTION

- A. The Board agrees to continue the practice of deducting from the salary of the member dues for the Association. Such members must voluntarily authorize the Board to make such deductions on the proper form provided and such monies shall be transmitted to the Association. In the event dues deductions are not made due to clerical errors, the Board will be so notified by the Association and proper action will be taken the following month.

- B. The Board of Education shall pay the full cost of national and state dues for Principals and Supervisors Association. The amount of said dues shall be provided to the Board by the Association.

- C. The Association agrees to save the Board harmless and relieves the Board and all its officers from any liability for any transmission of funds from an employee to the Association in accordance with its obligations under this Agreement.

ARTICLE VII

REDUCTION IN FORCE

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

ARTICLE VIII

BOARD RIGHTS

In addition to Board rights otherwise described herein, the Board reserves, but it 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 members of the school district.
- B. To hire, promote, transfer, assign and retain member 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, and Administrator or Supervisor involuntarily transferred or reassigned shall be notified by July 1st for a position which he/she shall be required to assume any time between July 1st and September 1st.

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

E. To determine the methods, means and personnel by which operations are to be conducted.

F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE IX

FULLY BARGAINED PROVISIONS

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

ARTICLE X

MISCELLANEOUS PROVISIONS

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

be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force 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, 1993 to June 30, 1996.

F. Beginning July 1, 1994, teaching assignments for Department Supervisors (Chairpeople) shall be as follows:

<u># of staff in department</u>	<u># of teaching assignments</u>
20+	1
11-19	2
6-10	3
0-5	4

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Perth Amboy, New Jersey, this 3rd day of February, 1994.

PERTH AMBOY SCHOOL ADMINISTRATORS' and SUPERVISORS' ASSOCIATION

By: Robert S. Clark
Chairman,
Negotiating Committee

By: [Signature]
President

PERTH AMBOY BOARD OF EDUCATION

By: Carmen J. Fernandez
President

By: [Signature]
Secretary

APPENDIX A

**GUIDES
HIGH SCHOOL PRINCIPAL (12 MONTHS)**

	93-94	94-95	95-96
MAX.	87,500.	91,000.	96,000.
4	84,000.	87,500.	91,000.
3	81,000.	84,000.	87,500.
2	78,000.	81,000.	84,000.
1	75,000.	78,000.	81,000.

JR. HIGH SCHOOL/UPPER ELEMENTARY PRINCIPAL (12 MONTHS)

	93-94	94-95	95-96
MAX.	86,500.	90,000.	94,500.
4	83,000.	86,500.	90,000.
3	80,000.	83,000.	86,500.
2	77,000.	80,000.	83,000.
1	74,000.	77,000.	80,000.

ELEMENTARY PRINCIPAL/DIRECTOR (12 MONTHS)

	93-94	94-95	95-96
MAX.	83,500.	MAX. 87,200.	MAX. 91,700.
5	80,500.	5-6 84,000.	6 88,000.
4	78,500.	4 80,000.	5 84,000.
3	76,500.	3 78,500.	3-4 80,500.
2	74,000.	2 76,500.	2 77,000.
1	72,500.	1 74,000.	1 75,000.

DISTRICT SUPERVISOR/HIGH SCHOOL VICE PRINCIPAL (10 MONTHS)

93-'94		94-'95		95-'96	
MAX.	76,500.	MAX.	80,000.	MAX.	83,500.
8	74,500.	9	77,500.	7-8-9	78,500.
7	72,500.	7-8	75,000.	6	74,000.
6	71,500.	6	73,000.	5	73,000.
5	69,500.	5	71,000.	4	70,000.
4	68,000.	4	69,000.	3	68,000.
3	66,000.	3	66,500.	2	66,000.
2	63,000.	2	64,000.	1	64,000.
1	60,000.	1	62,000.		

ELEMENTARY/JUNIOR HIGH SCHOOL VICE PRINCIPALS (10 MONTHS)

93-94		94-95		95-96	
MAX.	72,440.	MAX.	74,000.	MAX.	76,000.
5	68,000.	6	71,500.	6	73,500.
4	66,500.	5	70,000.	5	72,500.
3	65,500.	4	69,000.	4	69,500.
2	62,500.	3	66,000.	3	67,500.
1	58,500.	1-2	62,500.	1-2	64,000.

DEPARTMENT SUPERVISOR (10 MONTHS)

93-94		94-95		95-96	
MAX.	68,000.	MAX.	71,500.	MAX.	74,500.
4	66,000.	5	69,500.	6	73,000.
3	63,500.	3-4	67,000.	4-5	70,500.
2	62,500.	2	65,000.	3	67,000.
1	58,500.	1	62,500.	2	65,000.
				1	63,000.

* Positions designated as 12 months in 1992-'93 shall remain 12 months for 1993-'94. Beginning July 1, 1994, the only 12 month positions shall be principals and directors.

* All summer work (except 12 month positions) July 1 - August 31, shall be paid pro-rated on the following year's contractual salary.

APPENDIX B

INT. PLACEMENT	INT. PLACEMENT
ROTELLA MAX.	HUDAK 4
URIBE MAX.	CABRERA 2
MANTZ MAX.	PETERSON MAX.
CANNAMELA MAX.	HAND 4
KUN MAX.	KOVACS 4
ROSAL MAX.	ANDERSON 4
BUCK MAX.	HREHOWSIK 3
R. LOPEZ 5	CRUZ 2
V. ANDERSON 5	
KLUJ 4	
CHISMAR 3	
MASCENIK 1	
DESTEFANO MAX.	
LORD MAX.	
PAULIKENS MAX.	
SCHNECK 8	
ESTOK 7	
DURSO 6	
MOKAR 6	
HERBECK 6	
MENTO 6	
KEATING 6	
GARCIA 5	
FICARRA 4	
M. GEORGE 4	
MUNIZ 3	
PLEWA 2	
REY MAX.	
CZABAN 5	
JENKINS 3	
BONARRIGO 3	
HORAN 3	