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1991
1992

AGREEMENT

between the

BOARD OF EDUCATION OF PERTH AMBOY

- and -

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

PERTH AMBOY ADULT AND CONTINUING EDUCATION CENTER

X July 1, 1990 through June 30, 1993

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ARTICLE I
RECOGNITION

- A. The Board recognizes the Federation as the sole and exclusive bargaining agent pursuant to Chapter 123 of 1974 Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment for all full time day certified employees and teacher aides of the PAACEC, but excluding custodians, confidential employees, part-time employees, secretaries, bookkeepers, clerk/typists and employees in an administrative or supervisory capacity.

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

ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III
GRIEVANCE PROCEDURES

A. Definition

1. A grievance shall mean a claim by an employee that there has been a violation, misinterpretation, or inequitable application of the provisions of the Agreement. The following items shall be specifically excluded from the grievance procedure:
 - (1) Any matter for which a method of review is provided for by law;
 - (2) Any rule or regulation of the State Commissioner of Education;
 - (3) Any rule or regulation of PERS or TPAF; or
 - (4) Any matter which according to law is limited to action of the Board alone.
2. A grievance to be considered under this procedure must be initiated in writing by the teacher within forty-five (45) calendar days from the time when the employee knew, or should have known, of its occurrence, and failure to act shall constitute abandonment.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits

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

2. Any employee who has a grievance shall discuss it first with his director or immediate superior in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he shall initiate a grievance in writing to the director or immediate superior within the forty-five (45) calendar day period above specified, specifying:
 - (a) The nature of the grievance and the section of the Agreement alleged to have been violated;
 - (b) The nature and extent of the injury, loss or inconvenience;
 - (c) The results of previous discussions;
 - (d) The reasons for the dissatisfaction with decisions previously rendered; and
 - (e) The specific remedy sought.

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

4. (a) The employee may, no later than five (5) school days after receipt of the director or immediate superior's decision, appeal to the Superintendent of Schools. The appeal to the Superintendent must

be made in writing, reciting the matter submitted to the director or immediate superior as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days unless the matter comes to the Superintendent during his vacation period, in which case he shall resolve the matter within two (2) calendar weeks after his return from vacation. The Superintendent shall communicate his decision in writing to the employee and the director or immediate superior.

(b) If the matter comes before the Superintendent during his vacation period, and if he has not appointed a designee to hear such grievance, and if irreparable harm will result to the grievant, the Federation may submit the grievance to the Board through the Board Secretary.

5. If the grievance is not resolved to the employee's satisfaction no later than five (5) school days after receipt of Superintendent's decision, he may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board within five (5) calendar days after receipt of same.

The Board or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he shall so notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision.
7. (a) The following procedure will be used to secure the services of an arbitrator:
 1. The Grievant 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 act as arbitrator of the dispute in question.
 2. Thereafter, the parties shall abide by the Rules and Regulations of the Public Employment Relations Commission for the selection of an arbitrator.
- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He may neither add nor subtract anything from the Agreement between the parties or any policy of the Board of Education. His award shall be binding

upon the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.

8. When any of the above periods occur during the summer vacation, "school days" shall be construed to be "calendar days" exclusive of Saturday, Sunday and holidays.
9. Rights of Employees to Representation.
 - (a) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Federation.
 - (b) When an employee is not represented by the Federation in the processing of a grievance, the Federation shall at the time of submission of the grievance to the Superintendent be notified that the grievance is in process, have the right to be present, to present its position in writing at all hearing sessions held concerning the grievance, and receive a copy of all decisions rendered.
 - (c) The Board and the Federation agree that no reprisals of any kind shall be taken by themselves or any member of the administration or of the negotiating unit against any participants in the

grievance procedure by reason of such
participation.

10. Grievances arising from the written or verbal directive of any supervisor or administrator may be first discussed with or submitted to the Superintendent.
11. Meetings and hearings held under this grievance procedure shall generally be conducted on non-school time. Persons proper to be present are defined as all necessary parties.

C. Costs

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

ARTICLE IV
FEDERATION RIGHTS

- A. 1. During the term of this Agreement, a Federation Representative may have the right, after giving adequate notice to his own and subsequent principals or in the event of unavailability of principal the principal's office, to visit the Adult and Continuing Education Center. Nothing herein shall permit said official to interrupt teachers during teaching periods.

- B. 1. A copy of the official minutes of each official meeting of the Board will be given to the PAACEC representative.
2. When and as members of the Board are notified of regular or special meetings of the Board, the Representative of the PAACEC shall also be notified.

- C. Adequate space on a bulletin board in the Adult and Continuing Education Center as determined by the Federation representatives and the director of that school, shall be exclusively available to the Federation for the posting of material. The Federation agrees that it will at no time use such space for posting any material which is unethical, unprofessional, or violative of law.

- D. The Federation may call meetings in the school subject to adequate notice and approval from the director. Such meeting shall not interfere with the normal school activities, and the director shall not unreasonably refuse approval. The Federation shall notify the business office immediately upon receiving approval from the director.
- E. The Federation may use the school mailboxes and shall present a copy of material placed therein to the director and the Superintendent of Schools. The Federation may utilize the public address system, in the event a public address system is utilized in the building, for notices and formal announcements at the time the system is regularly used for that purpose. Notice of Federation functions may be included in weekly school notice sheet.
- F. When the parties schedule a negotiation session during the normal school day, the members of the Federation negotiating team, not to exceed three (3), shall suffer no loss in pay.
- G. The Federation shall have the right to use school equipment to the approval of the supervisor in charge of the equipment, at reasonable times when the equipment is not otherwise in use. Such approval shall not be unreasonably withheld. The Federation shall use their own materials and supplies.

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

ARTICLE V
GENERAL CONDITIONS

- A. Meetings may be held between the Director, or his designee, and the Federation normally on a monthly basis to discuss matters of educational policy and development.
- B. 1. The Board shall utilize administratively the same tenure and non-tenure evaluation procedure that it utilizes for other teaching staff members in the district.
2. All employees shall be observed, and conference shall be held with them concerning written evaluations, a minimum of twice a year, no later than January 1 and April 1. No employee will be observed for the purpose of evaluation in this paragraph by more than one (1) administrator at a time, unless mutually agreed to.
3. The Director's copy of any written evaluation of an employee which is either shown to or discussed with the employee shall be signed by that employee. Such signature shall signify that the employee is aware of the contents of the evaluation. Signature shall not constitute approval or disapproval of the contents of the evaluation. In the event the employee refuses to sign the evaluation, the Director shall so note on the evaluation.

4. Formal written evaluations that are submitted to the Office of the Superintendent shall be signed by the evaluator.
 5. If the employee so desires, he may make a written response to the evaluation and such response shall be attached to the filed evaluation.
 6. The employee shall be provided with a copy of his written evaluation.
 7. An employee who is not granted a contract may request a meeting with the Superintendent who shall meet with the teacher within a reasonable time after receipt of the request. If dissatisfied with the meeting with the Superintendent, such employee may request a meeting with the Board or a committee thereof for the sole purpose of explaining his position concerning such failure to be offered a contract. The Board may, but shall not be required to respond in writing other than to affirm or deny their position.
 8. Employees of the PAACEC have all rights and privileges granted to such employees by law.
- C. All written classroom evaluation and observations shall be made openly and with full knowledge of the employee and a copy of the written observation or evaluation shall be provided to the employee within fifteen (15) working days.

- D. Prior to January 31, the Federation shall meet with the Superintendent and submit its recommendations for the school calendar for the following year. The Board agrees that the Adult School calendar shall be one day longer than the school calendar for the district's other teachers. The school calendar for the year shall be attached to this Agreement for informal purposes only. The school calendar is subject to change at the sole discretion of the Board.
- E. All employees will inform the Board by February 28th of each year whether or not they intend to work through the summer months or to take time off without pay during the summer. Rejection of such a summer assignment shall have no negative effect upon an employee's status. Employees who inform the Board that they are going to work through the summer, and in fact do so, shall receive the contractual rate for their summer employment. Those employees who inform the Board that they will take time off during the summer or those who inform the Board that they will not take such time off, but do so anyway, shall receive the supplemental rate for any work that is performed during the summer months. It is understood by the parties that any employee who informs the Board that they will be working during the summer but chooses not to, will have the appropriate monetary deductions made from subsequent pay checks if they have been erroneously paid at the contractual rate. Employees who inform the Board of their

intention to work throughout the summer, and in fact do so, shall be considered twelve (12) month employees effective July 1, 1980. Such employees shall henceforth be entitled to contractual raises effective on that date and shall also be entitled to July 4th as a paid holiday.

- F. In the event that in the future, space becomes available, the Board may make available a lounge/work/study room for the employees. The availability of space for such a purpose will be at the sole discretion of the Board.
- G. As early as possible in the school year, each employee shall receive a directory of names and addresses of the professional staff. Two (2) copies of the directory shall be forwarded to the Adult and Continuing Education Center at the same time the copy is forwarded to the printer.
- H. The administration will make an effort to minimize classroom interruptions.
- I. Normally, there shall be no more than one faculty meeting per month. Except in the event of an emergency, such meetings shall not be called without at least three (3) days previous notice. If an employee submits a recommendation for a subject to be included on the agenda at least two (2) days before the time of the scheduled meeting, such recommendation shall be

considered, but excluding funded programs that require meetings more often such as Federally/State sponsored Manpower programs.

- J. Employees shall be included in the administrative practice involved in recommending text books to the Board.

- K. The Board shall form a Community Committee to study the utilization of space at the PAACEC; the Board shall notify the Union which shall then submit to the Superintendent a list of names of employees suggested by the Union to serve upon the committee. The Superintendent shall select one (1) from among those proposed by the Union. There is no restriction upon the right of the Superintendent to appoint additional employees to also serve upon the committee.

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

- M. On a late opening day, employees who normally report at 8:00 AM will report at 9:00 AM with pay; employees who normally report at 9:00 AM will report at 10:00 AM with pay; employees who normally report at 10:00 AM or thereafter, shall report for their regular work day.

- N. The Board agrees that it will make no change in existing Board policy, benefits or practice relating to employee wages, hours, and conditions of employment not specifically included in this Agreement without prior negotiation with the Federation.
- O. The present Board practices concerning travel will continue and the travel allowance during the term of this contract shall be five hundred seventy-five (\$575.00) dollars per year and the rate for approved travel outside the community shall be twenty-eight (\$.28) cents per mile.

ARTICLE VI

JOB POSTING

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

- B. Clerical personnel shall receive experience level accreditation for time accrued at the Adult School if appointed or transferred to any other secretarial position within the school district.

ARTICLE VII

SALARIES AND OTHER BENEFITS

- A. Annexed hereto and made a part hereof, as if fully set forth is the salary guide, marked Schedule "1" for the 1990-1991 school year. Annexed hereto and made a part hereof, as if fully set forth is the salary guide, marked Schedule "2" for the 1991-1992 school year. Annexed hereto and made a part hereof, as if fully set forth is the salary guide, marked Schedule "3" for the 1992-1993 school year.

Employees on the payroll as of July 1, 1979, as provided in Schedule "A", shall be placed on the appropriate step of the salary guide based upon their previous work experience in the PAACEC.

- B. Teachers will receive reimbursement of tuition for course credit for graduate courses taken for professional improvement as per the following schedule: 1990-1991: \$820; 1991-1992: \$890; 1992-1993: \$980. The stipend shall be paid after presentation to the Superintendent of a transcript indicating a grade of "C" or better and a receipt for money expended, however, such a stipend shall not be paid for any courses required for basic teacher certification.

- C. The Board agrees, for 10 month personnel, to deduct ten (10%) percent of the pay from each paycheck authorized by any 10 month employee covered by this Agreement so long as the money is forwarded to an account contained at one institution designated by the Federation. The Federation agrees to hold the Board harmless for any actions taken pursuant to this Section.
- D. Any employee hired prior to July 1, 1987, whose placement entitled him/her to a pro rata portion of an increment, shall be grandfathered and continue to be so placed. Effective July 1, 1987, any new employee who works one-half (1/2) or more of their regular annual assignment shall be entitled to a full increment the following year. Any employee who works less than one-half (1/2) of their regular annual assignment shall receive no increment the following year.
- E. Arrangements shall be made to allow employees who so desire to have automatic payroll deductions of savings for a single agreed-upon Credit Union. The Federation will submit authorization cards for new employees or for any employee who wishes to change deductions to the payroll department or Board Secretary by Sept. 30th. The Federation shall hold the Board harmless for any claim arising out of these deductions.

F. 1. Any teacher assigned to a curriculum revision which is designated by the Superintendent/Director to be a major curriculum revision shall be paid \$12.00 per hour for 1990-1991, \$13.00 per hour for 1991-1992, and \$14.25 per hour for 1992-1993, for each hour approved by the Superintendent/Director or his/her designee.

2. When a major curriculum revision is announced by the Superintendent/Director, those members of the bargaining unit interested may, by written letter, inform the Superintendent/Director of their interest in participating in such a revision.

3. It will be at the sole discretion of the Superintendent/Director as to the number of such persons involved in such study, the determination as to whether and when such a major curriculum revision shall be made and the amount of time involved.

ARTICLE VIII
LEAVE OF ABSENCE

A. 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 employees employed by the Board who have twenty (20) years of 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 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 employees whose sick leave exceeds the annual sick leave and the accumulated 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; 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; 1/220ths of the annual salary for eleven (11) month employees; and 1/240ths of the annual salary for twelve (12) month employees.
4. Employees absent from school because of accidental injury arising out of or in the course of employment shall receive for up to one calendar year, full salary and all 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.

It is the responsibility of the employee to forward the proper statement to the Superintendent's office immediately upon his/her return from absence.

5. The Superintendent of Schools may require an employee 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 certification, 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. Employees not hired at the commencement of a school year shall have their sick days prorated at the rate of one (1) day per full month of service.
8. Ten month employees with perfect attendance shall receive a stipend of \$350 for such perfect attendance during the 1990-1991 and 1991-1992 school years, and

receive \$400 for perfect attendance during the 1992-1993 school year. Twelve month employees with perfect attendance shall receive a stipend of \$420 for such perfect attendance during the 1990-1991 and 1991-1992 school years, and shall receive a stipend of \$480 during the 1992-1993 school year. Perfect attendance shall mean that the employee has taken no sick or personal time during the school year. Authorized professional days and bereavement days shall not count against perfect attendance.

9. (a) Employees 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, 1990 - 50% of unused accumulated sick leave up to a maximum of \$11,000.00
 - After July 1, 1991 - 50% of unused accumulated sick leave with a minimum of 50 days up to a maximum of \$12,000.00
 - After July 1, 1992 - 50% of unused accumulated sick leave with a minimum of 100 days up to a maximum of \$15,000.00
- (b) Retirees may elect to receive their lump sum payment for reimbursement of accumulative sick leave up to seven (7) months after their effective date of retirement provided said employee retires at the conclusion of the school year. Employees retiring at any other time 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. Employees retiring at other than the conclusion of the school year will have their sick day 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.

- (c) Upon the death of an employee the employee's beneficiary shall receive the amount due to the employee under the sick leave reimbursement clause due to the deceased, provided the employee had worked twenty (20) years or more in the Perth Amboy School System.
- (d) Employees applying for a deferred retirement will be eligible to receive compensation for unused sick days in accordance with the provisions as described above which are also in effect at the time employment terminates. Payment will be rendered to the employee on the date he or she is termed eligible to receive pension payments as certified by the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System. It is the responsibility of the employee to provide proof of pension certification to the Board of Education office in order to receive compensation.

B. Personal Leave Days

1. All employees are entitled to up to three (3) personal leave days, two (2) of which may accumulate as sick leave if not used, up to a maximum of fifteen (15) per year, without requiring in advance, the specific approval of the Administration, subject to the following restrictions:

- (a) Except in the event of an emergency making such notice impossible, at least 3 school days and more if possible, of notice shall be given in order to provide for substitutes.
- (b) Normally such leaves shall not be granted on the first day of school in September nor 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 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 the subsequent approval is not granted. In any event, denial of approval for any such day is not subject to the grievance procedure.

- (c) Employees shall be entitled to personal days pursuant to their date of hire as follows:
- (i) If hired prior to October 1st - three days
 - (ii) If hired between October 1st and April 1st - two days
 - (iii) If hired after April 1st - one day
- (d) A personal leave day in normal instances shall be construed to mean a full day.
- (e) Such leave days will be for personal business normally unable to be completed after normal school hours, and will not be used for additional vacation, holiday, or concerted activity. Each employee taking a personal leave day shall sign the following certificate:

I hereby certify that the following date(s) were used for personal business which I was unable to conduct after normal school hours. I did not use this (these) day(s) as additional vacation, holiday, or for any concerted activity.

DATES _____

Signature

Date

- (f) The immediate supervisor shall be notified by the employee of the request for personal leave that has been forwarded to the Superintendent's office simultaneously with the forwarding request to that office.

C. Maternity Leave

1. Any female employee, upon becoming aware of a pregnancy shall, during the fourth month of pregnancy, report same in writing to the Superintendent of Schools and also state the expected date of birth.
2. Any pregnant employee may apply to the Board of Education for a disability leave of absence. The disability leave dates shall be supported by a physician's certification which shall allow for the use of accumulated sick days during the period of twenty (20) work days before and twenty (20) work days after the date of the birth.
3. A pregnant employee may request disability leave for more or less than twenty (20) work days before and/or after the anticipated date of birth upon presentation of and approval by the district's Medical Officer or the attending physician's certificate supporting said specific further disability and related complications.
4. Said employee may apply for a Maternity Leave of Absence without pay at her own discretion. This leave will not be denied by the Board upon proof of pregnancy. Said voluntary leave shall be up to two (2) full consecutive school years.

An initial leave request must be from the date of commencement until the end of the current school year. A subsequent extension of all of the following school

year may be requested and granted. In all such instances, however, a leave and/or extension of a leave must end with the conclusion of a school year and the employee must return to work at the commencement of the following year.

5. A pregnant employee not applying for a Maternity Leave of Absence who continues to work shall upon the sixth month present a certificate of physical fitness from a doctor. A new certificate shall be submitted the beginning of the seventh month and every two weeks thereafter until the ninth month, at which time a certificate shall be submitted weekly.
6. An employee on maternity leave may be reinstated at any time during the period of her leave, upon request to the Board, provided that a suitable vacancy exists upon her request to the Board.
7. Maternity Leave of Absence without pay may be extended for up to one year provided that the date of return is at the inception of a school year.
8. All seniority rights shall be maintained during the period of maternity leave.
9. 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 bases:

- (a) The Superintendent has found that her work performance has noticeably declined by reason of the pregnancy, but before relieving her of her duties, the Superintendent of Schools shall give the said employee an opportunity to be heard on the matter;
 - (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 employee cannot produce a certificate from her physician that she is medically able to continue working.
10. In the event the Superintendent feels that the employee cannot continue working or that she is not yet ready to come back to work, the Superintendent shall select a physician from a list of physician's submitted to the Superintendent by the Federation, fifty (50%) percent of whom are on the staff of Raritan Bay Medical Center, to determine if she can continue to work or return to work. The medical opinion of this physician shall be conclusive and binding on the issue of medical capacity to continue or resume working.
11. Any employee, limited to one (1) per family employed by the Board, who adopts an infant shall be eligible for a Child Rearing Leave if he/she so requests, on the same

terms as permitted for the rearing of a naturally born children.

12. A non-tenured employee shall not be entitled to a leave of absence beyond the contract school year in which the leave was taken.
13. Any teacher who is on an original maternity leave or an extension of an original maternity leave may apply for and obtain a second maternity leave if she becomes pregnant during her leave of absence. No extensions of this second leave of absence shall be granted.

D. Military Leave

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

18A:66-33 TENURE, PENSION AND OTHER EMPLOYMENT RIGHTS
MILITARY AND NAVAL SERVICE SAVED

L. 1944, c.266, 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 military or naval service of the United States or of this state, in the 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 army corps, the woman'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 schools of this state, concerning reemployment, acquisition of tenure and protecting rights when 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.S. 1942, c. 119)' approved April 21, 1944 (P.S. 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, 1940, and saves their tenure, pension and other employment rights."

E. Peace Corps, Teachers Corps, Vista

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

F. Absence on Account of Death in the Immediate Family

In case of the death of a member of the immediate family (immediate family as here used means parents, brothers, sisters, own children, husband or wife, grandparents, and grandchildren of any employee, son-in-law, daughter-in-law, mother-in-law, father-in-law or the death of any person who has lived for some time preceding death in the employee's home 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 the 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 school days, providing the two days come within five days following the date of death.

G. Quarantine

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

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

I. Absence of Attendance at Educational Meetings

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

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

1. The employee's application for permission to visit a school shall be made in writing to the Superintendent.
 2. Permission shall be granted only with the written approval of the employee's director or immediate superior.
 3. Within three (3) days after the visit, the employees shall make a written report of the visit in duplicate: one copy for his director or immediate superior, and one for the Superintendent of Schools.
- K. An employee who has first requested an exemption for jury duty and has been refused, shall suffer no loss in pay for jury duty.
- L. The Board shall continue to provide that which is required by law to any employee to take a selective service examination.
- M. The Board will continue to provide that which is required by law to any employee on temporary active reserve duty.
- N. Extension of Leave of Absence
There shall be no extension of leaves of absence beyond the ending of such leave 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.

- O. A duly elected representative of the Federation shall be granted a leave of absence to attend either the American Federation of Teachers, AFL-CIO Convention or the New Jersey State Federation of Teachers Convention not exceeding a total of two days in any one school year.

ARTICLE IX

WELFARE

- A. The Board states that it carries insurance for all legal responsibilities of the Board.
- B. 1. The Board shall continue its present insurance coverage which includes dependents (to wit: Hospitalization Medical Service, Major Medical and Dental) and amount of payment made on behalf of the employees.
- (a) Benefits shall be coordinated so as to permit spouses who both work for the District to be reimbursed for expenses under the other's policy whenever their own policy limit is exceeded.
- (b) Major Medical Lifetime Maximum Coverage shall be Two Million Dollars.
- (c) Effective January 1, 1991, the annual deductible shall be \$200.00 for single coverage and \$400.00 for family coverage.
2. The Board shall provide eye examination and eyeglass insurance.
3. By September 30 of each year of this Agreement, the Board shall arrange to provide an open enrollment period, permitting individual employees the option to buy additional group life insurance without cost to the

Board, in accordance with the rules and regulations of the Board's life insurance carrier. The same opportunity shall exist for retired employees of the Board, in accordance with the life insurance carrier's rules and regulations concerning retired employees.

4. The Board agrees to change the "Amount of Basic Life Insurance" as outlined on page 5 of the current Group Insurance Plan booklet to read as follows:

Plan A (Non-contributory)	\$2,500.00
Plan B (Contributory)	\$10,000.00

All certificated and non-certificated employees eligible to participate.

5. The Board agrees to make the following changes in the current Health Insurance Coverage:

(a) Increase Vision Benefits to:

Examinations (1 per 12 months)	\$35.00
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Lenses (per pair, 1 per 12 months)

Single Vision \$35.00 (effective 7/01/90)

Bifocal

Single: \$ 45.00 (effective 7/01/90)

\$ 60.00 (effective 7/01/91)

Double: \$ 90.00 (effective 7/01/90)

\$120.00 (effective 7/01/91)

Trifocal

\$ 67.50 (effective 7/01/90)

\$ 90.00 (effective 7/01/91)

Aphakic

Glass \$ 60.00 (effective 7/01/90)

\$ 80.00 (effective 7/01/91)

Plastic \$135.00 (effective 7/01/90)

\$180.00 (effective 7/01/91)

Asheric \$172.50 (effective 7/01/90)

\$230.00 (effective 7/01/91)

Case Hardening

\$ 4.50 (effective 7/01/90)

\$ 6.00 (effective 7/01/91)

Contact Lenses \$140.00 (effective 7/01/90)

Frames (per pair, 1 per 12 months)

\$ 60.00 (effective 7/01/90)

- (b) Contact lens benefits shall be one (1) per twenty-four (24) month period.
- (c) Annual Pap Smear (effective 7/01/91)
- (d) Annual mammograms for employees and spouses over 35 years of age (effective 7/01/91)
- (e) Syringes for diabetics (effective 7/01/91)

- C. The Board shall pay the premium for \$1.00 co-pay Prescription Drug Plan for employees and their dependents.

- D. 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.

- E. Mandatory second surgical opinion shall be required for a minimum of 15 elective surgical procedures as provided by the benefits carrier.

- F. The Board shall provide 4/5ths and the Federation shall provide 1/5th of the annual cost of enrollment of unit members in a mutually-acceptable Employee Assistance Program. Participation in the program by district employees shall be completely voluntary and strictly confidential.

ARTICLE X

DUES DEDUCTION

- A. The Board agrees to make deductions of dues pursuant to N.J.S.A. 52:14-15.9e for the Federation from the salary of employees. Such employees must voluntarily authorize the Board to make such deductions on the forms provided in subparagraph (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. Effective September 1, 1977, in accordance with Chapter 233, Laws of 1969, the following form shall be used for dues check off for the Federation:

TO: Assistant Superintendent for Business, Board of
Education, School District of Perth Amboy

I hereby request and authorize the above named Assistant Superintendent for Business of the Board of Education to deduct from my earnings an amount sufficient to provide one-tenth (1/10) of the yearly membership dues, as certified by Local 857, AFT, to the Assistant Superintendent for Business 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 Assistant Superintendent for Business of the Board of Education will discontinue such deductions only if I file such notice of withdrawal as of the January 1, or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Assistant Superintendent for Business of the Board of Education shall

deduct any remaining amount due for that school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Education and all its officers from any liability therefor.

DATED _____ Signature _____

School _____

Social Security Number _____

Mailing Address _____

- C. The Board Agrees to authorize the payroll department to deduct one dollar (\$1.00) per pay period as a voluntary contribution to the Federations's Local Political Education Fund. Employees within the contribute must authorize the Board to make such deductions on the form provided, and such monies shall be transmitted to the Federation in conjunction with the deducted dues.

ARTICLE XI
MISCELLANEOUS

- A. All personnel shall use the following procedure to report absences:

To report an absence call 826-1845 between 4:30 PM and 7:00 AM on the following day. After listening to the instructional message and hearing a signal BLEEP, the employee will please respond in a normal voice as follows:

1. School
2. Grade
3. Name (Spell last name please)
4. Reason for absence
5. Expected length of absence

Notification should be made as soon as possible when the employee knows he will be absent.

In the event of an emergency after 8:00 AM, notify the Superintendent's office by telephoning 826-3360.

- B. Upon reasonable notice, the Board shall make available to the Federation material and information in the public domain.
- C. Employees shall be notified in writing of hiring or non-rehiring as soon as possible after notification of funding from appropriate Federal/State sources is received by the

Board. Rehiring will not be contingent upon summer employment, except as provided in ARTICLE V, Section E of this Agreement. Any permanent change in working hours shall not be made without written notification to the individual employee involved. Notification shall be submitted to the employee within a reasonable amount of time, as time permits. Reason/reasons will be given for the change.

- D. Employees shall not transport students in their own car.
- E. No grade will be changed without first discussing such change with the employee, or if the employee is unavailable, giving written notice to the employee when the change is made.
- F. The Board has taken steps to complete a list of all films in the system, such lists containing the date of production and the grade levels of the film, and same shall be available to all employees.
- G. All full-time adult school teachers shall work a 40 week school year. Each work week shall consist of 35 hours per week, including one 45 minute preparation period per day and 5 to 7 1/2 hours of evening work per week. All PAACEC employees are guaranteed a one half (1/2) hour lunch period per day without pay.

Any non-adult school employee teaching in the adult school evening program would be paid the same rate as the rest of the district's teachers working after regular school hours. Any adult school teacher employed in a summer program would be paid in the same manner and at the same level as the district's summer staff.

Employees assigned to work less than 35 hours per week shall have their annual salaries and preparation periods pro-rated.

- H. Work-shops during non-scheduled work time shall not be mandated. If an employee voluntarily agrees to participate in such a work-shop, they shall be compensated at the rate of two (2) hours pay for each work-shop attended, at their regular rate of pay. When work-shops for in-service are held for the regular teaching staff on a one-half day basis, Adult School teachers shall also have a one-half day with students and a one-half in-service day with pay.
- I. When school is closed due to inclement weather, the Adult School Employees shall receive their normal daily pay for the day.
- J. The Board shall not reduce an employee to less than twenty (20) hours of work per week in order to remove that employee from the collective bargaining unit.

ARTICLE XII

NEGOTIATING 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 XIII
CONFORMITY TO LAW

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 and effect.

ARTICLE XIV
BOARD'S RIGHTS

Except as specifically limited by applicable law and the terms of the Agreement, the Board retains the following rights:

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

ARTICLE XV
AGENCY SHOP

- A. The Board of Education agrees to deduct Agency fees for non-members of the Federation in an amount equal to 85% of the annual membership dues.

- B. The Federation agrees to provide to the Board of Education a copy of its "Demand and Return System" required under law.

- C. The Federation agrees to save the Board of Education harmless and to relieve the Board of Education, and all its officers or agents from any liability for any transmission of funds from an employee to the Federation in accordance with its obligations under this Article.

ARTICLE XVI

DURATION

The period covered by this agreement is from July 1, 1990 to June 30, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers the day and year first written above.

BOARD OF EDUCATION CITY OF
PERTH AMBOY, NEW JERSEY

ATTEST:

[Signature]

BY:

[Signature]

PERTH AMBOY FEDERATION OF
TEACHERS, LOCAL #857, AFT, AFL-
CIO as sole and exclusive
bargaining agent for all PAACEC
full time day employees

ATTEST:

Norman R. Tankiewicz

BY:

Patricia K. Stone

BY:

Donna M. Chiera

SCHEDULE 1
PERTH AMBOY PUBLIC SCHOOLS
SALARY GUIDE FOR FULL TIME DAY EMPLOYEES
PERTH AMBOY AND CONTINUING EDUCATION CENTER

Effective July 1, 1990

Teachers with Bachelor's Degree

Step 0	\$19,000
Step 1	21,000
Step 2	23,000
Step 3	25,000
Step 4	27,000
Step 5	29,000
15 years	29,600
20 years	30,225
25 years	30,900

Teachers with Master's Degree

Step 0	\$20,400
Step 1	22,400
Step 2	24,400
Step 3	26,400
Step 4	28,400
Step 5	30,400
15 years	31,000
20 years	31,625
25 years	32,300

Teachers Aides

\$15,540

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as 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 professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, as approved by the Board.

SCHEDULE 2
PERTH AMBOY PUBLIC SCHOOLS
SALARY GUIDE FOR FULL TIME DAY EMPLOYEES
PERTH AMBOY ADULT AND CONTINUING EDUCATION CENTER

Effective July 1, 1991

Teachers with Bachelor's Degree

Step 0	\$20,700
Step 1	22,800
Step 2	24,900
Step 3	27,150
Step 4	29,300
Step 5	31,400
15 years	32,100
20 years	32,825
25 years	33,600

Teachers with Master's Degree

Step 0	\$22,200
Step 1	24,300
Step 2	26,400
Step 3	28,650
Step 4	30,800
Step 5	32,900
15 years	33,600
20 years	34,325
25 years	35,100

Teachers Aides

\$16,900

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic, advancement on any such guide shall require favorable reports covering professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, as approved by the Board.

SCHEDULE 3
 PERTH AMBOY PUBLIC SCHOOLS
 SALARY GUIDE FOR FULL TIME DAY EMPLOYEES
PERTH AMBOY ADULT AND CONTINUING EDUCATION CENTER

Effective July 1, 1992

Teachers with Bachelor's Degree

Step 0	\$22,900
Step 1	25,100
Step 2	27,300
Step 3	29,600
Step 4	31,950
Step 5	34,150
15 years	34,975
20 years	35,875
25 years	36,750

Teachers with Master's Degree

Step 0	\$24,525
Step 1	26,725
Step 2	28,925
Step 3	31,225
Step 4	33,575
Step 5	35,775
15 years	36,600
20 years	37,500
25 years	38,375

Teachers Aides

\$18,525

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic, advancement on any such guide shall require favorable reports covering professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, as approved by the Board.