

AGREEMENT made as of the First day of July 2003, by and between the PASSAIC COUNTY TECHNICAL & VOCATIONAL BOARD OF EDUCATION, hereinafter referred to as the "Board" and the ASSOCIATION OF SCHOOL ADMINISTRATORS, hereinafter referred to as the "Association."

ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the employees of the Board regularly employed in the following position:

Supervisor

and any new supervisory title which shall be established by the Board, which is not on a higher level of supervision than are the positions specified above, excluding managerial executives, the Principal, confidential and all other employees.

B. Unless otherwise indicated, the term "employees" or "administrators" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include reference to female employees.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the provisions of N.J.S.A. 34:13A-1 et.seq., and the Regulations of the New Jersey Public Employment Relations Commission in a good faith effort to reach agreement on matters concerning the terms and conditions of employment.

B. Negotiations shall commence with a meeting at a mutually satisfactory place, date and time, within fifteen (15) days after receipt by the Board of a proposal from the Association, unless the Board and the Association mutually agree to an extension of time.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Any agreement reached at the bargaining table shall be subject to final approval by the majority of the Board of Education and the majority of the members of the Association.

D. 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.

E. This Agreement incorporates the complete and final settlement by the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE III **GRIEVANCE PROCEDURE**

A. Definitions:

1. A "grievance" is a claim based upon the interpretation or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment of an administrator, a group of administrators, or the Association. Any grievance dealing with Board policies not affecting terms and conditions of employment is excluded from processing beyond the Board level and is not arbitrable. Any grievance concerning the provisions of this contract affecting the terms and conditions of employment may go to advisory arbitration. The term "grievance" shall not include the following:

(a) Matters where a specific method of review is provided by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education;

(b) Matters which according to law are beyond the scope of Board authority;

(c) Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do;

(d) A complaint of a non-tenured employee which arises by reason of his or her not being re-employed.

2. An "aggrieved person" is the person or persons or the Association making the claim. All grievances shall be filed by and through the Association.

3. A "party in interest" is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure:

1. Time-Limits: The number of days indicated at each level should be made to expedite the process. The time limit for the initial filing of any grievance is 30 calendar days. In the event a grievant does not file within the time prescribed above, then he or she is barred from bringing his or her matter before any arbitrator or any tribunal or administrative body.

2. Level-one-/ Principal, Immediate Supervisor Adjuster: An administrator with a grievance shall first discuss it with his or her immediate supervisor or other supervisor responsible for adjusting the complaint to the principal. Said discussion shall attempt to resolve the grievance informally within seven (7) calendar days. The discussion shall involve the designated representative of the Association.

3. Level-Two- Superintendent:

(a) If the Association is dissatisfied with the disposition of the grievance at Level one, or if no decision has been rendered within seven (7) calendar days of the day the grievance was first presented, the Association may file the grievance in writing to the Superintendent. Said filing shall be within ten (10) calendar days of the decision at Level one or the date the decision was due.

The Superintendent shall attempt to resolve the grievance at a meeting with the Association within seven (7) calendar days.

4. Level-Three / Board of Education:

(a) If the Association is dissatisfied with the disposition of the grievance at Level Two, or if no decision was rendered on time, the Association may refer the grievance to the Board of Education within ten (10) calendar days of the expiration of time at Level Two for attempted resolution of the grievance by the Superintendent.

(b) The Board may hear and decide the grievance or refer it to a hearing officer other than the Superintendent, to make a recommendation for a decision.

(c) Grievances received at, or prior to the Board's work meeting shall be heard within ten (10) calendar days of such meeting.

(d) If no decision is made and received by the Association within five (5) calendar days of the Board's work session next succeeding the date of hearing the grievance, the matter may be referred to advisory non-binding arbitration pursuant to the rules of the Public Employment Relations Commission.

5. Level Four / Arbitration:

Those grievances which, under Article III, A1, may proceed to advisory non-binding arbitration shall be disposed of as follows, in the event the Association determines to appeal to arbitration:

(a) Within ten (10) calendar days of when the Board's decision was due pursuant to Paragraph C4(d), the Association shall file its request for arbitration with PERC and shall notify the Board President, Board Secretary and the Superintendent of such filing.

Both parties shall then be bound by the rules of PERC in the selection of an arbitrator. Nothing shall prevent the Association and Board from agreeing on a mutually acceptable arbitrator.

(b) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association, but shall be advisory only and not binding on the parties.

(c) The arbitrator shall be limited to the issues submitted and should consider nothing else. The arbitrator can add nothing to nor subtract from the Agreement between the parties.

(d) The arbitrator's fees and expenses shall be shared equally by the Board and the Association.

D. Rights of Administrators to Representation:

1. Administrator and Association:

Any aggrieved person must be represented at all steps of the grievance procedure by the Association which will determine to what extent it will process the grievance level by level.

2. Reprisals:

No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association against any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous:

1. Group Grievance:

If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Said group grievance must be filed within thirty (30) calendar days from the date the alleged violation took place.

ARTICLE IV
SUPERVISORY EMPLOYEE RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, or refuse to join and support the Association for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection.

B. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the status of his employment, he shall be given prior written notice of the reasons for such meeting or interview and shall have the right to have an Association representative and/or attorney present to advise and represent him during such meeting or appearance. If the employee will be represented by an attorney, the employee shall provide the Board or its representative with prior notice of this fact. Any suspension with or without pay shall be in accordance with provisions of New Jersey statutes.

C. No material derogatory to the employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that the signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such materials and have that included in his/her personnel file.

D. Any criticism of an employee by a Board member shall be made in confidence and not in the presence of other district employees or the general public, unless the matter is raised at a Board meeting and the employee has requested, pursuant to N.J.S.A. 10:4-12b.(8), that the matter be discussed in public.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association shall be permitted to transact official Association business

on school property at reasonable times, provided that this shall not interfere with their duties or interrupt normal school operations.

B. The Association shall have access to reasonable use of school facilities and equipment, such as typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment, when it is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use, in such manner and amount as shall be determined by the Board or the Superintendent.

C. The rights and privileges of the Association and its members, as set forth in this Agreement, are granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and to no other organization.

D. The Board agrees to make available in a reasonably timely manner to the Association, upon request, any non-confidential information in its possession which is a matter of public record and which is pertinent to negotiations and/or grievances, provided that the Association reimburses the Board for the cost of any photocopies.

ARTICLE-VI **BOARD'S RIGHTS**

A. The Board reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations, and practices in furtherance thereof. By way of illustration, and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to the executive management and administrative control of the school system and its properties and facilities of its employees; to hire, assign, transfer and retain employees covered by this Agreement, or to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide upon the means and methods of instruction and the duties and responsibilities and assignments of employees with respect thereto and with respect to the administrative and non-teaching duties and the terms and conditions of employment; to create, abolish, fill or fail to fill any position; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities and to contract out such functions and operations, and to take whatever other action may be necessary to accomplish the mission of the School District in any situation.

ARTICLE VII **EVALUATION**

A. Each employee shall sign all copies of all written evaluations, attesting to the fact

that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, the employee shall receive a copy of each written evaluation.

B. A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:31.21. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

ARTICLE VIII **LEAVES OF ABSENCE**

A. Sick Leave:

1. All full time 12 month employees shall be entitled to twelve (12) days sick leave per contract year. Unused days of sick leave shall be accumulated with no maximum limit. For employees in the employ of the Board at the start of the contract year, sick days are credited as of the first day of such contract year, whether or not the employee reports on that day.

2. Where in the case of a protracted illness, an employee shall have exhausted his accumulated days of sick leave, the Board may grant additional pay in its discretion, pursuant to N.J.S.A. 18A:30-6.

3. Unit members shall be notified by September 30th of each school year of their sick leave accumulation as of the end of the prior school year.

B. Temporary leaves of absence:

All full time supervisory employees shall be entitled to the following temporary non-accumulative leaves of absence with pay each school year:

1. Three (3) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours. Notice to the employee's Principal or other immediate superior of taking personal leave shall be made at least five (5) days before taking such (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave. Unused personal days may accumulate as sick leave days, provided that a combined total of no more than fifteen (15) sick leave and personal leave days may be accumulated each school leave by 12-month employees.

No personal leave days may be taken Monday, Friday, or during the month of September or June without approval of the Superintendent.

2. Time necessary for required appearances in any legal proceeding directly related to the employee's normal duties and responsibilities.

3. In the case of the death of parent, mother-in-law, father-in-law, guardian, brother, sister, wife, husband, child or a relative living in the household as one of the immediate family, the employee shall be granted a leave of absence without loss of pay not in excess of four (4) days, but may be granted, by the Superintendent, an additional day without loss of pay, if travel or religious obligations warrant.

4. In the case of the death of a relative not a member of the immediate family as set forth in Paragraph 3, an employee shall be granted a leave of absence without loss of pay for the day of the funeral, but may be granted by the Superintendent, one additional day without loss of pay, if travel or religious obligations warrant.

5. For the death of a close friend, an employee may be granted one day of leave for the day of the funeral. Leave under this regulation must be with the approval of the Superintendent of Schools and shall be limited to two days per year. Employees are to use personal or vacation days for additional time required for the death of a close friend.

6. Other leaves of absence with or without pay may be granted by the Board, in its sole discretion.

C. Extended Leaves of Absence:

1. Any employee who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, child-birth, miscarriage, and/or recovery shall apply for and receive disability leave upon presentation of documentation from a medical doctor.

(a) Disability leave shall be charged to accumulated sick leave, if any, of said employee. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employed administrators under this Agreement.

(b) If the employee's absence shall be the result of a personal injury caused by an accident or assault arising out of and in the course of his employment, such employee shall be allowed disability. Such leave shall not be charged to sick leave. In accordance with N.J.S.A. 18A:30-2.1, any amount of salary or wages paid or payable to the employee under this subsection shall be reduced by the amount of any workers' Compensation award made to the employee under this subsection for temporary disability pursuant to title 34 of the New Jersey Statutes.

(c) The Board shall grant a disability leave for the certified period of disability.

The Board shall have discretionary power to grant an extension or reduction of the disability leave for a reasonable period of time, as requested (see N.J.S.A. 18A:30-1, specifically 18A:30-7). This is in addition to Disability Leave provided as a result of Workers' Compensation.

(d) An employee who desires to continue in the performance of his duties during a period expected to lead to a disability shall be permitted to do so provided the employee produces a statement from his physician, certified in writing to the Board not more than once per month, and confirmed by the School Medical Inspector, stating that the employee is physically capable of continuing to perform his duties and stating up to what date, in the opinion of the physician, the employee is capable of performing his duties.

2. A tenured employee, upon request, shall be granted an unpaid leave for the purpose of rearing the employee's child(ren). A single child rearing leave shall be granted for a period of no more than one (1) school year upon written request by the employee to the Superintendent. An employee adopting a child shall upon request be granted an unpaid leave to commence at any time after receiving de facto custody of said child. All benefits will remain the same according to the family leave act.

3. A leave of absence without pay for a period up to thirty (30) days shall be granted for the purpose of caring for a sick member of the immediately family or a family member resident in the employee's home, upon presentation of a physician's letter stating employee's need. All benefits will remain intact for that period of time.

4. Other leaves of absence with or without pay may be granted by the Board, in its sole discretion.

5. (a) Upon return from leave granted pursuant to this Article, the time spent on any leave of absence without pay shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on an unpaid leave granted pursuant to this Article.

(b) All benefits to which a tenured employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return.

(c) All requests for extensions or renewals of leaves shall be applied for in advance in writing.

D. Sabbatical Leaves.

(a) Sabbatical leaves will be allowed to not more than one tenured administrator per year.

(b) Sabbatical leaves shall be granted for full time graduate study to

enhance the expertise of the administration employee.

(c) An administrator may elect a sabbatical leave, other than graduate study, if the reason for said leave involves working at or further study, other than graduate school, that will substantially advance his or her technical expertise and knowledge related to his or her job performance at Passaic County Technical Institute.

(d) An administrator that is on a sabbatical leave shall be paid one half of his or her contractual salary while on leave including benefits; however, total compensation from any full or part time remuneration while on sabbatical leave, cannot exceed the administrator's total contractual salary for one year.

(e) To obtain a sabbatical leave, an administrator must indicate his or her intention to take such leave on a leave request form. These requests must be made by November 30th of the previous year.

(f) The administrator must make the final decision as to whether or not he or she will be taking the contemplated sabbatical by March 1st of the year in which the leave is requested.

(g) Before applying for sabbatical leave, an administrator must have completed seven (7) years of service as an administrator in the district.

(h) Upon returning from a sabbatical leave, an administrator shall be placed on the salary schedule at the level which he or she would have achieved had he or she remained employed full time by the district.

(i) Upon returning from a sabbatical leave, an administrator shall be assigned to the same position which he or she held at the time the leave commenced. If such position is no longer available, then he or she shall be assigned to an equivalent position.

(j) An administrator granted a sabbatical leave shall agree, in writing, to return to the employ of the district for no less than two (2) years. Failure to do so will result in the administrator reimbursing the Board for all compensation that was paid to the administrator while in the employ of the district, including health and any other benefits.

ARTICLE IX
VACATIONS

A. Time-Allotted:

1. Association members are permitted annual vacation according to the following schedule based upon full years employment as an administrator in this District;

| | |
|------------------------------|---------|
| From 1 year up to 5 years | 20 days |
| From 6 years up to 10 years | 21 days |
| From 11 years up to 15 years | 22 days |
| From 16 years up to 20 years | 23 days |
| From 21 years and up | 24 days |

which days, whenever possible, will be taken July and August immediately following the school fiscal year of service for which the vacation was earned. Vacation days may be carried over after August only with prior written approval of the Superintendent.

2. All vacation requests are to be submitted to the Superintendent for approval. No vacations are to be taken the week immediately after the close of the school year. No vacations are to be taken the week prior to the opening of school. No full-week vacation will be approved before or after the Winter or Spring Recess. However, the Superintendent may grant approval under special circumstances.

3. For purposes of earned vacation, a work year shall be computed on the basis of 110 days of employment.

4. Unit members who begin employment after the start of the school year, and work less than 110 days, shall accrue annual vacation leave at a rate of two (2) days per month worked, not to exceed twenty (20) days in any school year.

B. Bank Time:

1. A unit member may bank up to seven (7) days of accrued vacation with the prior written approval of the Superintendent of School.

2. Banking of days in excess of seven (7) days may be done with prior written approval of the Superintendent of Schools.

3. Unit members shall receive an annual accounting of banked vacation.

C. Separation from Service:

1. If a unit member dies before the completion of the school year, a cash payment for full annual vacation days for that school year plus banked vacation days, if any, shall be given to his/her estate.
2. A unit member who resigns or retires during the contract year shall receive cash payment for annual vacation days, prorated on the basis of two (2) days' pay for each full month worked, not to exceed the number of days a member is entitled to under paragraph A of Article IX.
3. Ten days of work during any month counts as a full month for accruing of vacation days.

ARTICLE X
PROMOTION

- A. A notice shall be posted in each school at least ten (10) days prior to the final date when applications must be submitted to fill an administrative vacancy. A Copy of said notice shall be given to the Association at the time of posting.
- B. The required qualifications for the position and the rate of compensation, if known, shall be specified.
- C. Nothing in this Article shall apply to the filling of an administrative vacancy on an acting basis.

ARTICLE XI
PROFESSIONAL DEVELOPMENT

- A. All requests to attend conferences, seminars or conventions shall be submitted for approval in writing as per District policy. Permission to attend such conferences, seminars or conventions, if granted, shall be without loss of salary, and may, at the Board's option, include payment by the Board of travel expenses, lodging, fees or meals.
- B. Requests to attend a conference or seminar that does not require more than one day's attendance -shall be submitted for approval as per District policy. The Board shall determine which, if any, attendance-related expenses shall be reimbursed.
- C. Tuition Reimbursement: There shall be established a fund of \$7,500.00, per year, for the purpose of tuition reimbursement, for the duration of the contract.

For the purpose of obtaining reimbursement, the graduate course taken must be pre-approved by the Superintendent. The criteria for approval shall be as follows:

1. The graduate course shall be in the area of education as approved by the Superintendent or calculated to improve the administrating of the staff member in the sole discretion of the Superintendent.
2. Subject to #1 above, approvals shall be given in order of application date. Applications shall specify the cost, and when costs for the approved graduate courses total more than the budgeted amount, no approval shall be granted. No more than six credits per school year per person at the per credit rate charged by Rutgers, the State University.
3. Association members will be reimbursed the cost of approved graduate courses upon presentation of a certified transcript showing successful completion of the course with a "B" (or its numerical equivalent). Completion must be within one year of the date the graduate course is begun.

ARTICLE XII **INSURANCE PROTECTION**

A. 1. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each supervisor and in cases where appropriate for family-plan insurance coverage.

2. Effective July 1, 2003, an employee shall be entitled to waive the medical health insurance coverage and receive three-thousand dollars (\$3,000.00) provided the employee can demonstrate that he or she has alternative medical coverage for the employee and any dependents. Such waiver will be in writing on or before July 1st of each succeeding year.

The employee may choose to receive the three-thousand dollar payment either in one lump-sum payment to be made on the 24th payroll period or in twenty-four equal installments to be paid over the course of 24 payroll periods.

The tax liability of all employees (including those not waiving coverage) shall be protected under a Section 125 Plan. The details of the 125 Plan shall be set forth in Appendix A which is attached hereto and made a part hereof.

Members will be able to immediately return to the district's health insurance program, with no loss or break in coverage under the following circumstances:

- A. the employee loses their alternate insurance;
- B. during the open enrollment period; or
- C. in the event of an unforeseen emergency or urgent circumstance.

In the case of an employee that reenrolls, the Board will be entitled to a pro-rated return the amount received by the employee as a result of the employee's waiver.

B. The Board agrees to provide a dental insurance program for each employee and in cases where appropriate for family-plan coverage. The plan shall include the following elements:

- | | | |
|----|---------------------------|-------|
| 1. | Preventive and Diagnostic | 100% |
| 2. | Basic Services | 80% |
| 3. | Prosthodontic Benefits | 50/50 |
| 4. | Orthodontic Benefits | 50/50 |

C. The Board shall provide prescription and drug plan for each employee and in cases where appropriate for family-plan coverage. The plan shall require unit members to pay (\$5) for generics, ten dollars (\$10) for preferred and twenty-five dollars (\$25) for brands.

D. It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence. The Association shall have the right to examine and approve any change in carrier.

E. The Board shall extend all coverages to retired personnel at no cost to the Board. Subject to the approval of the insurance company with which the coverage is contracted, the Board agrees that an administrator retiring from this school may continue group coverage as provided to other administrators covered by this and subsequent contracts provided that the Board is reimbursed on a quarterly basis in advance. the term "retirement" for this Article only shall mean one retiring and receiving a pension.

F. Should an employee die, the immediate family shall have the option of continuing all benefits at no expense to the Board for a period of two years. The method of reimbursement to the Board shall be identified and subject to the same terms as set forth in Schedule "E" of this Article.

G. The Board shall make payment of insurance premium to provide insurance coverage commencing as soon as an employee is eligible under the terms of the insurance carrier.

H. The Board shall provide to each administrator a description of the health care insurance coverages provided under this Article when made available by the insurance carrier.

I. All administrators on unpaid leave shall be entitled to remain covered under the group insurance policies at no cost to the Board. Notwithstanding this provision, any employee on medical leave, paid or unpaid, shall remain covered under the group policies at no cost to the affected administrator.

ARTICLE XIII
PROTECTION OF EMPLOYEES AND PROPERTY

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, except that the decision that it so endangers shall be in the sole discretion of the Superintendent. If in the sole discretion of the Superintendent any such condition exists or may arise following any disorders or disruptions in the regular school program the Association shall meet with the Superintendent as soon as possible under the circumstances to develop mutually acceptable programs to guarantee the safety of employees.

B. Unit members are covered by NJS 18A:6-1 in their use of force or corporal punishment.

1. The Board will give full support to any employee including legal and other assistance, arising from assault upon the employee while acting in the discharge of his duties, but limited to criminal charges only, and only if the employee is found not guilty. If the employee desires to retain counsel, prior to doing so or incurring any other such cost, the employee shall apprise the Superintendent of the anticipated fee or cost to be charged and if in the opinion of the Board such fees or charges are unreasonable or excessive, the Board shall not be obligated for any part thereof without its consent. This decision shall not be subject to grievance procedures.

2. When an absence arises out of some such assault or injury, the employee shall be entitled to all of the benefits as set forth in N.J.S. 18A:30-2.1, provided he furnishes the Superintendent, as soon as reasonably possible after such incident, with a doctor's certificate attesting to such disability and to his inability to attend his normal duties. The employee shall be entitled to such benefits and privileges as are available pursuant to New Jersey Statutes concerning Workers' Compensation Insurance. The Superintendent may, however, at any time any benefits are being paid hereunder, require said employee to be examined by a Board physician or physicians selected by the Board. The absence herein referred to shall not compel the employee to forfeit any sick or personal leave.

During the period the employee is receiving his full salary, all Workers' Compensation benefits to which the employee is entitled shall be endorsed over to the Board so that at all times the employee will receive no more than his full salary.

3. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of any assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment, provided that proof of loss is verified by the Superintendent who shall recommend payment to the Board. Such payment shall not exceed Three Hundred (\$300.00) Dollars per incident.

ARTICLE XIV
WORK YEAR

- A. Employees shall work every day from July 1st through the following June 30th, except those days when the district's schools are closed as per the Board approved calendar. When school is closed for emergency reasons, administrators will be required to report for work unless otherwise notified by the superintendent.
- B. The work year shall be increased by two (2) days per employee.
- C. If a supervisor takes on the additional responsibilities of a subordinate due to an emergency or extenuating circumstances of that subordinate, the Board will make every effort to relieve the added responsibility in a timely fashion.

ARTICLE XV
SALARIES

- A. Salary guides for all twelve-month positions listed in Article I of this Agreement are annexed to and made a part of this Agreement.
- B. It is understood and agreed that "years of service" as applied to this Article, means continuous service in the Passaic County Technical Vocational High School District. It is also understood that a year of service means active service of at least 110 days for twelve-month employees covered by this Agreement as listed in Article I, regardless of whether or not there is a winter recess.

ARTICLE XVI
RETIREMENT REIMBURSEMENT

An employee retiring during the course of this contract shall be reimbursed for unused sick days in accordance with the provisions of this Article.

A. Employees must have accumulated a minimum of fifty (50) unused sick leave days to be eligible for this benefit. Eligible employees will be reimbursed for up to a maximum of 185 days as follows:

Employees retiring after five (5) but less than ten (10) years of service in the Passaic County Technical-Vocational School District shall receive payment for each day of unused accumulated sick leave at the rate of 50% of 1/210 of average salary for the last three (3) full-time years in the case of twelve-month employees.

Employees retiring after ten (10) years of service in this District shall receive the following payment for each day of unused accumulated sick leave:

First 100 days: 75% of 1/210 of average salary for the last three (3) full-time years in the case of twelve-month employees.

Remainder of days up to 85 additional: 50% of 1/210 of average salary for last three (3) full-time years in the case of twelve-month employees.

B. Employees contemplating retirement shall notify the Board Secretary, on forms provided by the school, of their retirement plans prior to actual retirement. In case of disability retirement or other emergencies, notice other than 60 calendar days shall be waived.

C. On or before January 15th of the year preceding said normal retirement, an employee will notify the Board of his/her prospective retirement. If an employee changes his plans, then no retirement notice shall be deemed as given.

The employee shall specify the date on which he/she plans to retire within the next school year. Said notice shall be acknowledged within ten (10) days by the Board Secretary.

D. An employee not meeting the January 15th deadline shall receive his/her monies in the next school year.

E. Any employee may elect an option of receiving monies over a two (2) year period with 1/2 of retirement paid each year.

F. If an employee who would otherwise have been eligible for the retirement benefit provided hereunder dies before retiring from employment with the District, his or her estate will be paid for the employee's unused accumulated sick days in accordance with the

provisions of this Article.

G. Employees who elect a deferred retirement as defined in NJAC. 4:2-26.1 (termination of service before a retirement benefit becomes payable where benefits are to be received at normal service retirement age) shall not be eligible for reimbursement for unused sick days.

H. An employee hired after July 1, 1993 shall not be entitled to receive more than a total of \$7,500.00 by way of retirement reimbursement calculation.

SALARY GUIDES

| STEP | YEAR 2003-2004 | YEAR 2004-2005 | YEAR 2005-2006 |
|-------------|-----------------------|-----------------------|-----------------------|
| 1 | 86275 | 87275 | 88275 |
| 2 | 89275 | 90275 | 91275 |
| 3 | 92275 | 94625 | 95625 |
| 4 | 95275 | 99225 | 100625 |
| 5 | 99995 | 101531 | 105625 |
| 6 | 102147 | 106601 | 107884 |
| 7 | 103448 | 108937 | 114822 |
| 8 | 107495 | 109704 | 115650 |
| 9 | 112859 | 114101 | 116150 |
| 10 | 115859 | 117765 | 120814 |
| 11 | 116859 | 120765 | 122878 |
| 12 | | 121765 | 125878 |
| 13 | | | 126878 |

| | | | |
|-------------|-------------------|-------------------|-------------------|
| ALNOR | 103,448 – Step 7 | 109,704 – Step 8 | 116,150 – Step 9 |
| BANIA | 116,859 – Step 11 | 121,765 – Step 12 | 126,878 – Step 13 |
| BERNHARDT | 116,859 – Step 11 | 121,765 – Step 12 | 126,878 – Step 13 |
| BISCAHA | 99,995 – Step 5 | 106,601 – Step 6 | 114,822 – Step 7 |
| DZIEZAWIEC | 107,794 – Step 8 | 114,101 – Step 9 | 120,814 – Step 10 |
| EASON | 102,147 – Step 6 | 108,937 – Step 7 | 115,650 – Step 8 |
| EVANS | 115,859 – Step 10 | 120,765 – Step 11 | 125,878 – Step 12 |
| FAUNTLEROY | 115,859 – Step 10 | 120,765 – Step 11 | 125,878 – Step 12 |
| FITZPATRICK | 115,859 – Step 10 | 120,765 – Step 11 | 125,878 – Step 12 |
| GRAY | 112,859 – Step 9 | 117,765 – Step 10 | 122,878 – Step 11 |
| RAKITT | 115,859 – Step 10 | 120,765 – Step 11 | 125,878 – Step 12 |
| RHODES | 95,275 – Step 4 | 101,531 – Step 5 | 107,884 – Step 6 |
| UBERTO | 116,859 – Step 11 | 121,765 – Step 12 | 126,878 – Step 13 |

Salary Guide -
New Supervisors Hired in the Position after September 2003

| | Year | Year | Year |
|-------------|--------------|--------------|--------------|
| Step | 03-04 | 04-05 | 05-06 |
| 1 | 89775 | 91275 | 93275 |
| 2 | 91775 | 93275 | 95275 |
| 3 | 93775 | 95275 | 97275 |
| 4 | 95775 | 97275 | 99275 |
| 5 | 97775 | 99275 | 101275 |
| 6 | 99775 | 101275 | 103275 |
| 7 | 101775 | 103375 | 105275 |
| 8 | 103775 | 105275 | 107275 |
| 9 | 105775 | 107275 | 109275 |
| 10 | 107775 | 109275 | 111275 |
| 11 | 109775 | 111275 | 113275 |

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries, this day of 2004.

ASSOCIATION OF SCHOOL ADMINISTRATORS

By President

PASSAIC COUNTY TECHNICAL AND VOCATIONAL BOARD OF EDUCATION

By President

ATTEST:

Secretary

ATTEST:
