

**AGREEMENT  
BETWEEN THE  
PATERSON BOARD OF EDUCATION  
AND  
THE PATERSON ADMINISTRATORS' ASSOCIATION**

**July 1, 2016 - June 30, 2020**

**Salary Increases**

**2015 - 2016 = 2.0%**

**2016 - 2017 = 2.0%**

**2017 - 2018 = 2.0%**

**2018 - 2019 = 2.0%**

**2019 - 2020= Performance Pay as described below:**

**Highly Effective 2%**

**Effective 1.75%**

**Partially Effective 0.0%**

**Ineffective 0.0%**

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## **AGREEMENT**

This Agreement entered into this 31<sup>st</sup> day of May, 2016 by and between the Paterson School District, hereinafter called the "District", and the Paterson Administrators' Association, hereinafter called the "Association".

## **WITNESSETH**

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

## **ARTICLE I      RECOGNITION**

The District hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following personnel whether under contract, on leave, employed or to be employed by the "District", including:

Assistant Directors  
Assistant Supervisors  
Coordinators  
High School Department Heads  
Supervisors  
Vice Principals/Assistant Principals

excluding all others, with new administrative or supervisory positions within the titles listed above, to be added to the unit as they are created.

All members of this unit must be certificated personnel.

## **ARTICLE II      NEGOTIATIONS PROCEDURE**

### **A.      NEGOTIATION OF SUCCESSOR AGREEMENTS**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than the rules of the Public Employment Relations Commission may require. Any agreement so negotiated shall be reduced to writing, be signed by the District and the Association and be adopted by the District.

### **B.      NEGOTIATING TEAM SELECTION AND AUTHORITY**

Neither party hereto 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. The preceding shall not, however, be construed to mean that the Negotiating Team shall have the power or authority to make a final and binding commitment on behalf of their respective parties.

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

## ARTICLE III GRIEVANCE PROCEDURE

### A. DEFINITIONS

#### 1. Grievance

A "Grievance" is a claim by an individual member of the unit, or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an individual or a group of members of the unit.

#### 2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

#### 3. Party of Interest

A "Party of Interest" is the person or persons making the claim and any person 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 members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of this procedure.

### C. PROCEDURE

#### 1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The parties agree, however, that any claim or grievance must be filed at the most appropriate level within thirty-five (35) calendar days of the occurrence or knowledge of the event.

#### 2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

#### 3. Level I – Principal or Immediate Supervisor

A member of the unit with a grievance shall first discuss the grievance with his/her immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.

#### 4. Level II – State District Superintendent or Designee

a. If the aggrieved is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance, in writing, with the Association within five (5) school days after the decision, or ten (10) school days after the grievance was presented at Level I, whichever is sooner.

b. Within five (5) school days after receiving the written grievance, the Association shall refer it to the State District Superintendent of Schools or his/her designee.

c. The written application for a Level II hearing shall include the results achieved at the previous level the reasons for the employee's dissatisfaction with the earlier determination and supportive documentation.

d. The aggrieved person shall have the right to be present and heard at the Level II hearing.

e. The Level II hearing shall occur within ten (10) school days of receipt of the application for a Level II hearing.

f. The State District Superintendent or Designee shall notify the aggrieved person and the Association of its determination within ten (10) school days following the hearing.

#### 5. Level III - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after the grievance was scheduled to be heard he/she may within five (5) school days after the decision, or twenty-five (25) school days after the grievance was delivered to the district whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the receipt request.

b. The Association agrees to participate with the PEA and the District in the designation of a panel of four (4) arbitrators from the Public Employment Relations Commission (PERC) who have been selected to serve the district during the term of the agreement.

c. The arbitration procedure in the PEA contract is hereby adopted and incorporated.

(1) The parties agree to designate four (4) arbitrators from the Public Employment Relations Commission (PERC) who shall serve the district for the term of the Agreement.

(2) Within ten (10) school days of approval of this Agreement, the District and the Association agree to request a list of twenty (20) qualified arbitrators from PERC. Within five (5) working days of receipt of said list, the parties shall attempt to agree upon mutually acceptable arbitrators and shall obtain a commitment to serve. If the parties are unable to agree upon a list of four (4) acceptable arbitrators, or to obtain a commitment with the specified period, a request for a list of three arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission.

(3) Upon selection, the arbitrators shall be notified by the PEA and the District.

(4) The selected arbitrators shall serve the district on a rotating monthly basis for the term of their appointment.

(5) The appropriated arbitrator will meet with the parties on the next-to-last working day of each month.

(6) Grievances will be heard by the arbitrator in the month following their presentation at Level II of this procedure, or if no hearing is granted in the immediate case, the month following the grievance's filing at Level II.

(7) Grievance hearings shall be held at a mutually acceptable site at 9:30 a.m. of each arbitration date.

(8) The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties in all issues specifically pertaining to this agreement. It shall be advisory on all other issues not covered by this Agreement.

(9) Cancellations

(a) Either party may cancel the arbitration date for that month if no grievances are scheduled to be heard.

(b) The parties agree that should a scheduled arbitration session be canceled within five (5) school days of the scheduled hearing, the party requesting the cancellation shall be solely responsible for payment of the arbitrator's fee for one day. Arbitrators fees for cancellations outside of this time frame shall be divided between the parties as provided for in other sections of this Article.

(c) The Association shall be entitled to have present for these hearings its President and one other school system designee with no loss of pay or leave days. In addition, the District agrees to permit grievants and those staff members as may

(d) Be requested by the Association for the purposes of providing testimony to be excused from their assignments during the time that they are required to attend such hearings with no loss of pay or leave days.

(10) Payment to Panel Arbitrators shall be made as follows:

(a) One day of hearings, regardless of whether the arbitration date is held and regardless of the number of cases presented on that day.

(b) One day of study for each case heard on the day of the hearings.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Administrators Association. Any other expenses incurred shall be paid by the party incurring same.

(d) If the arbitrator is hearing cases from more than one bargaining unit, payment shall be prorated to the Administrators Association according to the number of cases which its members are having heard on any given day.

(11) Removal of Arbitrator from Panel

A member of the arbitration panel serving the district may be removed effective September 1 on the written request of either party, upon the condition that the party making the request notify the other party and the arbitrator of such desire not later than June 15.

The parties agree that in order to maintain continuity in the Panel process, each party shall be limited to the removal of one panel member each during each school year.

Replacements for arbitrators removed from the panel shall be by mutual consent, either by discussion or by the procedure established for selection as cited in this section.

d. If the Arbitration Panel as established by the District and the PEA no longer exists, the parties agree to attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

(1) If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission.

(2) The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement.

(3) The cost for services of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

(4) In case the arbitration selection procedure described here does not serve the needs of either party, it is agreed that the PERC/New Jersey State Board of Mediation selection process may be invoked by either party.

#### **D. RIGHTS OF MEMBERS TO REPRESENTATION**

##### **1. MEMBER AND ASSOCIATION REPRESENTATION**

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When a member of the unit is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

##### **2. REPRISALS**

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, 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 members of the unit, the Association may submit such grievance in writing to the Board or Designee directly and the processing of

such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

## **2. WRITTEN DECISIONS**

Decisions rendered at Level I which are unsatisfactory to the aggrieved person and all decisions rendered at Levels II and III of the grievance procedure shall be in writing and shall set forth the decision and the reasons therefore, and shall be terminated promptly to all parties in interest and to the Association.

## **3. SEPARATE GRIEVANCE FILE**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the Office of the Director of Labor Relations and shall not be kept in the personnel file of any of the participants.

## **4. FORMS**

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the State District Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

## **5. MEETINGS AND HEARINGS**

No meetings or hearings under this procedure shall be conducted in public and shall include only said parties in interest and their designated or selected representative, heretofore referred to in this Article.

# **ARTICLE IV MEMBERS RIGHTS**

**A.** Pursuant to Chapter 123, Public Laws 1974, the District hereby agrees that every member of the Unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. Every member of the unit shall also have right to refrain therefrom.

**B.** Nothing contained herein shall be construed to deny or restrict to any Association member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.

**C.** Whenever any member of the unit is required to appear before the District concerning any matter which could adversely affect the continuation in his/her office, position, employment, salary or increments, then he/she shall be given prior written notice of the reasons for such meetings or appearance and shall have the right to have representation of the Association and/or an attorney to represent him/her during such meeting or appearance. Any suspension shall be in accordance with New Jersey Statutes. This paragraph shall not apply to conferences which are in connection with annual evaluations.

**D.** No member of the unit shall be prevented from wearing pins or other identification of membership in the Association or its affiliates so long as same are in professional taste.

**E.** The policy of the Board is that any criticism by a superior or Board member of a member of the unit shall be made in confidence and not in the presence of teachers, parents, and students or at a public gathering.



**F.** The Board and/or the Superintendent may only take formal action concerning a complaint against a member of the unit after the following:

1. The complaint must be in writing and a copy given to the member in question.
2. The member shall have seven (7) calendar days to respond to the complaint.
3. This section shall not apply to a complaint to which an immediate response is appropriate.

**G.** No administrator shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

## **ARTICLE V      ASSOCIATION RIGHTS**

### **A.      INFORMATION**

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, agendas and minutes of all Board meetings, census data, names of all administrators, together with information which may be necessary for the Association to process any grievance.

### **B.      RELEASE TIME FOR MEETINGS**

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours, in negotiations, grievance proceedings, conferences or meetings, the member shall suffer no loss in pay.

### **C.      USE OF SCHOOL BUILDINGS**

The Association shall have the right to use District facilities and equipment for meetings, at all reasonable hours. The Association shall have this right when facilities and equipment are not in use before or after regular schedule workdays, and upon notice in advance to the Business Administrator or to the State District Superintendent.

### **D.      USE OF INTER-SCHOOL MAIL**

The Association shall have the right to use inter-school mail facilities and mail boxes upon prior approval of the Superintendent.

### **E.      EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted to the Association as the exclusive representative of the members of the unit and to no other organization.

### **F.      MEETINGS WITH THE DISTRICT OR THE STATE DISTRICT SUPERINTENDENT OF SCHOOLS**

The Association shall have the right to meet with the State District Superintendent or designee to discuss matters of mutual concern regarding the Paterson School District within fifteen (15) days of such request.

### **G.      COMMITTEE REPRESENTATION**

Representatives of the Association, designated by the Association, shall be included on formal committees established by the District, to include committees formed to address staff concerns about vandalism and/or personal loss protections. Other committees to review situations and/or emergencies deemed appropriate by the State District Superintendent may be called.

## ARTICLE VI WORK YEAR

Members of the unit shall be employed on a twelve (12) month basis, as follows:

**A.** Work days above the number of student days will be selected by the State District Superintendent and the employee as follows:

1. Traditional holidays during Thanksgiving, Christmas, Easter shall not be selected by the State District Superintendent;

2. The State District Superintendent or designee will select days as follows:

2016-2017 = 10 days

3. The employee will select days as follows:

2016 - 2017 = 7 days

4. Employee days may be selected during the summer months (July and August) with the approval of the Deputy Superintendent, the Assistant Superintendent Elementary Level or the Assistant Superintendent Secondary Level to whom the member is assigned.

5. The total workdays, excluding extended year programs, for the school year (July 1 - June 30) shall be as follows for the school year commencing:

July 1, 2016 - 217 days per year

**B.** There are also 15 additional work days between July 1 and August 31 each year of this agreement. It is expected that these additional days will generally be served during the first ten (10) work days of July and the last ten (10) work days of August; however, it is also the intent of the District to permit flexibility in the selection of these days and variations may be made with the approval of the Superintendent, Assistant Superintendent for School Operations, immediate Supervisor or School based administrator.

**C. Effective July 1, 2017** Members of the unit shall be employed on a twelve (12) month basis as follows:

a. Work days will be selected by the State District Superintendent. Holidays shall be established by current administrative calendar established by the state district superintendent.

b. All vacation days must be approved, in writing in advance, by the member's supervisor at the time of the request.

**D. Effective July 1, 2017** Vacation Days

a. Members shall earn twenty-two (22) vacation days per year. New staff entering the Unit after July 1 shall have their vacation days prorated at a rate of 1.83 per month. All vacation days for the school year shall be made available to employees as of each July 1<sup>st</sup>, with the understanding that employee shall refund used but unearned days upon resignation, retirement or termination from the District at the rate of 1.83 days per month.

- b. Active and continuous service from July through June 30 shall be considered a full year. July 1 shall be designated as the anniversary date for all members.
  - c. Vacation days may accrue to a maximum of ten (10) days from the prior year (s) with supervisor written approval.
  - d. The first two (2) weeks in July and the two (two) weeks prior to the commencement of the school year August/September shall be considered "Black out" dates for vacation usage/approval. The parties agree this time of year is an essential time, thus maximum participation is necessary in order to get schools open.
- E. **COMPENSATION TIME** - Members may accrue and use additional compensation. Members will adhere to the guidelines set forth in the PPS SOP; timeline to be established from the date approved.

## ARTICLE VII    WORK DAY AND MEETINGS

- A. The workdays shall consist of eight and one half (8 ½) hours, inclusive of one hour of duty free time. Duty free time shall be determined according to the schedules of the individual schools/work site.
- B. Starting and ending times shall be established in conjunction with the building principal or the member's immediate supervisor, and shall be flexible but shall start between 7:30 and 8:30 a.m. Members shall be permitted to deviate from their scheduled lunch hours, including taking lunchtime at the end of the day, but shall not end earlier than 3:30 p.m. Such deviations shall be made with the agreement of the building principal or immediate supervisor.
- C. If a dispute arises about scheduling the flexible hours, an appeal may be made to the appropriate Sector Assistant Superintendent of School Operations or, in the case of Central Office Personnel, the appropriate Director or Assistant Superintendent. Such disputes however shall not be subject to arbitration.
- D. Whenever there is a district wide early dismissal, all members of this unit shall be included. Building level administrators share in the responsibilities that the building is secure before leaving.

### Meetings

School-based employees shall be required to attend four (4) meetings with parents each school year (July 1 – June 30), which the District Administration shall schedule as follows:

1. The District Administration will schedule Back to School Night on a school day during September of each year for a maximum of two hours in the evening.
2. Fall Season - The District Administration will schedule parent-teacher conferences on a school day, for a maximum of two hours in the evening.
3. Winter Season - The District Administration will schedule parent-teacher conferences on a school day, for a maximum of two hours in the evening.
4. Spring Season - The District Administration will schedule parent-teacher conferences on a school day, for a maximum of two hours in the evening.

### **Administrative Meetings/District Wide Meetings**

1. Effective July 1, 1999, members shall be required to attend a maximum of four (4) meetings per school year.
2. Said meetings will be called by the Superintendent of Schools or his/her designee.
3. Administrative meetings may be scheduled after the end of the member's workday.
4. Dates and times will be determined by the Superintendent of Schools or designee.
5. When possible, the District will make reasonable effort to provide verbal or written notice of scheduled meetings at least three (3) days in advance.

## **ARTICLE VIII SICK LEAVE**

### **A. ALLOWANCE**

Members of the Association shall be entitled, beginning with the first official day of the school year whether or not they report on that day, ten (10) sick, five (5) personal and one (1) family illness day. Any unused family illness days shall be accumulated from year to year as sick-leave days, in the same manner personal days are; with no maximum limit.

### **B. ALLOWANCE - OTHER SCHOOL DISTRICTS**

Whenever the Board employs a member of the unit who has an unused accumulated number of sick days from another school district in New Jersey, the District may honor such additional sick leave time accumulated by the member up to forty (40) days in addition to the sick leave provided in Section A of this Article.

### **C. LEAVE ACCOUNTING**

Members of the unit shall be given a written accounting of accumulated unused sick leave days each school year.

### **D. PHYSICIAN'S CERTIFICATE**

The District may require employees to produce a physician's certificate of personal illness for absence due to illness after three (3) consecutive days of absence.

### **E. PERFECT ATTENDANCE**

Members who attain an attendance record of zero absences per contract year shall be paid a \$500.00 perfect attendance incentive at the conclusion of the school year in which the incentive occurred.

Perfect Attendance Incentives shall be awarded to applicable members, upon submission of application prior to the commencement of the succeeding year.

## **ARTICLE IX PAID LEAVES OF ABSENCE**

### **A. PERSONAL LEAVE**

1. Members of the unit shall be entitled, upon reporting the first day of the school year, to five (5) days of personal leave per year. The unused days shall be accumulated from year to year as sick leave with the exception granted under #4 below.

2. Personal leave may not be taken before or after a holiday without approval by the State District Superintendent in advance of the proposed absence.

3. Notice of absence shall be given as far in advance as is practical

4. Of the five (5) new personal days each year, members may accumulate up to two (2) days per year to a maximum of ten (10) banked personal days. A member will be entitled to utilize his/her banked days in conjunction with the five (5) new personal days given each year. Use of banked personal days is subject to the approval of the Superintendent or Designee and shall be of an emergent nature.

#### **B. BEREAVEMENT LEAVES**

1. Members of the unit are entitled to four (4) work days leave for death of his/her spouse, domestic partner, child or parent(s), brother/sister in law, significant other, siblings, grandparents, grandchildren, or spouse's or domestic partner's parent(s) or other family members residing in the immediate household. It is agreed that days taken in accordance with this provision shall be consecutive work days, one of which shall be the day of the funeral.

2. All leaves shall be applied for at the time of occurrence. Documentation may be requested for verification.

#### **C. CHILD CARE LEAVE**

It is the purpose of this provision that all disabilities caused by, or attributed to pregnancy, miscarriage, childbirth and recovery there from are to be dealt with on the same basis with regard to employment practices and sick leave as all other temporary disabilities.

1. In addition to disability leave as set forth above, the District shall grant child care leave without pay to any employee upon written request, subject to the following stipulations and limitations:

a. Employees requesting leave without pay for child-rearing shall submit a written request to the State District Superintendent of Schools sixty (60) calendar days prior to the date he/she desires to commence the leave. Such leave shall extend to the end of the school year for childbirth or adoption.

b. A tenured employee on child-rearing leave without pay shall be granted an extension of one (1) full year, provided this request is received in writing at least ninety (90) days prior to the start of the next school year. A non-tenured employee shall not be granted child-rearing leave beyond the duration of his/her contract.

c. Employees utilizing this provision will be subject to the following conditions:

- (1) No seniority time will accrue during such leave or any extension thereof;
- (2) This leave may only be taken simultaneously with the birth and/or adoption of a child (defined as within one month of said birth or adoption);
- (3) This provision shall be interpreted so as not to restrict any employee from the benefits provided by applicable provisions of both the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). All leaves of absences under this provision that qualify under either the FMLA or the NJFLA, or both, shall be deemed to have been designated as leave under the FMLA and/or NJFLA as of the first day of leave and continuing through the earlier of the employee's return to work or exhaustion of FMLA/NJFLA leave. Any leave continuing beyond the periods provided under the FMLA and/or NJFLA will be governed solely by the provisions of this Article.

- (4) Salary increments will be earned only if leave commences after January 1 of each such school year.

**D. SABBATICAL LEAVE**

**1. PURPOSE**

A sabbatical leave may be granted to members of the unit by the District for study, travel or for other reasons of value to the school district.

**2. CONDITIONS**

a. Number of Members - Sabbatical leaves shall be granted to a maximum of two (2) members per year in the employ of the District.

b. Requests for sabbatical leave must be received by the Superintendent as follows:

(1) Application for leave during any fall semester, that is, from September through January, or for any full school year, must be made on or before January 1 of the preceding year.

(2) Application for leave during any second semester, that is February through June, must be made on or before May 1 of the preceding school year.

(3) The Superintendent shall approve or deny any application for sabbatical leave within 60 days of the deadline for receipt of said application.

(4) It is the intention of this section that all sabbatical leaves must begin at the commencement of a school semester and terminate at the end of a school semester.

(a) Minimum time to qualify - Applicants for sabbatical leave for study purposes shall have completed seven (7) years or more of service in the Paterson School District.

(b) Pay - Employees on sabbatical leave shall receive full pay for one-half year of leave or one-half pay for a full year of leave in the same manner as though they were on active duty. The District shall continue to pay the pension of the individual while on leave.

(c) Study - A sabbatical leave of absence for the purpose of study shall require the applicant to attend for a period of not less than ten weeks each semester a college or university recognized by the New Jersey State Department of Education. If such study is undergraduate study, each applicant must pursue not less than ten (10) credits during the semester or if for graduate study, then said applicant must pursue not less than six (6) credits each semester. All courses must be in the applicant's field of work and applicants shall be required to file a transcript of said record following each semester. The transcript shall be filed with the Superintendent of Schools. All courses must be taken during the regular semester exclusive of summer school.

(d) Travel - No sabbatical leave for travel shall be granted unless such application is accompanied by an itinerary setting forth in detail the travel program contemplated. Such travel itinerary must be approved by the State District Superintendent.

(e) Preference - Preference shall be given to those applicants who never had a sabbatical versus those who have.

(f) Illness - Interruption of sabbatical leave for study or travel caused by serious illness or accident during such leave shall not prejudice the District as regards to the fulfillment of the conditions regarding study or travel on which the leave was granted nor affect the amount of compensation paid the member under the terms of such sabbatical leave, provided the Superintendent has

been promptly notified, in writing, of such accident or illness ten (10) days of such accident or illness. Such notice shall be accompanied by a physician's note.

### **3. RETURN FROM SABBATICAL LEAVE**

Employees on sabbatical leave shall be considered to be in regular full time attendance in the position held at the beginning of each leave for the purpose of determining length of service.

Employees absent because of an authorized sabbatical leave shall receive such salary increments as are granted during that period.

Employees shall agree in writing to return to his/her employment for a period of not less than two years following the expiration of such leave.

### **E. TERMINATION OF LEAVE**

The Paterson School District offers the leaves stated above with the expectation that those to whom leaves are granted will fulfill the obligations, which they assume in accepting the leaves of absence under these rules. In case of violation, the leaves of absence will be terminated by the District and will be regarded as evidence of conduct unbecoming an administrator.

### **F. MILITARY LEAVE**

Members called into temporary active duty of any unit of the US. Reserves or the State National Guard shall be paid his/her regular pay less any pay which is received from the State or Federal Government.

### **G. OTHER LEAVES**

1. Time necessary for appearances in any criminal, quasi-criminal, workman's compensation proceeding or other legal proceeding pertaining to Paterson School business or school affairs in which a member is personally involved or is required to attend by law.

2. Other leaves of absence may be granted by the Board for good reason at any time during the school year.

### **H. UNPAID LEAVES OF ABSENCE**

1. A leave of absence without pay of up to one year may be granted for the purpose of caring for a sick member of the member's family. Such leaves shall be requested in writing and are granted at the discretion of the District, and will be subject to the applicable provisions of the Federal and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA").

2. Other leaves of absence without pay may be granted by the District for good reason.

3. All extensions or renewals of leaves shall be applied for and granted in writing.

### **I. RETURN FROM LEAVES**

All benefits, to which a member of the unit was entitled at the time the leave of absence commenced, shall be restored to the member upon his/her return to duty. The member shall be assigned to the same position that was held at the time the leave commenced, if available, or if not, to an equivalent position.

Salary increment will be earned only if leave commences after January 1 of each school year.

## ARTICLE X     POSTINGS

### A.     POSTINGS

All openings in the district, including promotions, accredited evening high school, summer school, home teaching, federal projects, other programs including non-teaching positions for which employees represented by the Association may be qualified and eligible, shall be publicized by the Superintendent or Designee during the school year in accordance with the following procedures:

### B.     PROCEDURE

1. All qualified employees shall be given ten (10) working days opportunity to make application for said positions, and no position shall be filled until properly submitted applications have been considered.

2. The District agrees to give due weight to the background, experience, attainments and other relevant factors of all applicants.

3. Notification for applications shall be posted and circulated in the schools and in other district buildings by the State District Superintendent's Office and by the various building administrators.

4. The District agrees to forward to the Association President copies of all position postings at the time of the postings.

5. Notification shall be made as such vacancies which are to be filled become known or available.

6. In the case of existing positions, said posting shall occur as soon as the vacancy is known.

7. Posting announcements will include the qualifications for specific positions, position title, and the date upon which application for such position is due.

8. Posting for vacancies earlier than stated above is encouraged.

9. Summer school and accredited evening high school openings shall be posted not later than the preceding April 1 and June 1 respectively, and employees shall be notified of action taken not later than May 1 and September 1 respectively.

## ARTICLE XI     CONFERENCES – CONVENTIONS

All requests to attend conferences or seminars shall be submitted for approval in writing to the Superintendent.

### A.     CONFERENCES EXCEEDING ONE DAY

Permission to attend such conferences or seminars, exceeding one day, if granted, shall be without loss of salary and shall include travel, lodging, registration and reimbursement of per diem expenses not to exceed one hundred (\$100.00) dollars per day, in accordance with District procedures.

### B.     CONFERENCES – ONE DAY

If attendance is approved, the District will pay all reasonable expenses incurred, including transportation costs, necessary meals and registration fees.

### C.     NJPSA Convention



Members of the Association shall be authorized to attend the convention of either the NJPSA. Up to five (5) members of the Association shall be entitled to reimbursement of expenses and a maximum of one hundred (\$100.00) dollars per diem in accordance with District procedures.

**D. REIMBURSEMENT FOR CONFERENCES OR CONVENTIONS**

1. All receipts for reimbursements must be submitted with the appropriate purchase order within thirty (30) days of the approved event.
2. All purchase orders properly submitted shall be paid to the employee within sixty (60) business days of submission of the purchase order.

## **ARTICLE XII RE-ASSIGNMENTS AND TRANSFERS**

**A. Re-Assignments**

Any change in school or assignment of members of the unit shall be given to the personnel involved and to the Association. The member and the Association shall be notified in writing of any contemplated transfers prior to August 1<sup>st</sup>, if known by the District. If a transferred or re-assigned member desires a conference to discuss the contemplated transfer or re-assignment, such conference shall take place with the State District Superintendent of Schools or his/her designee within ten (10) days after such written request is submitted to the State District Superintendent.

**B. Re-assignments/Transfers Requested by Members of the Unit**

1. Members of the unit desiring a re-assignment or transfer shall file a written statement of such desire with the Superintendent no later than April 1<sup>st</sup>.
2. Copies of the Advisory Board Minutes shall be forwarded to the President of the Association as soon as possible. Said minutes shall contain listings of re-assignments and/or transfers.

## **ARTICLE XIII PERFORMANCE EVALUATION**

**A. MONITORING/OBSERVATION**

All monitoring or observations of work performance shall be conducted openly and with full knowledge by the individual.

**B. PERSONNEL RECORDS**

1. Nothing shall be filed without the knowledge and signature or opportunity for signature of the employee.
2. Employees have the right to include rebuttals to written documents in personnel files, with notification to the District Administration.
3. A member of the unit shall have the right, upon request, to review the content of his/her personnel file, to receive copies of all documents contained therein, and to have a representative of the Association accompany him/her during such review.

**C. REMOVAL OF RECORDS FROM PERSONNEL FILE**

At the request of any unit member, a document other than an evaluation may be removed from the personnel file (located in the office of the Director of Personnel) under the following conditions:

1. The document is five (5) years old or older.
2. Said document did not result in any discipline, other than issuance of the document itself.
3. No disciplinary action is pending in which the document may be evidential.
4. The Director of Personnel agrees that the item(s) so qualify.
5. The District shall keep a record of the document(s) so removed for identification and preservation purposes only. Such information shall be kept in a separate location in the Office of Personnel.

#### **D. SUPERINTENDENT'S APPEAL PROCESS (IN EFFECT JULY 1, 2019)**

Employees who have been denied an increment/salary step advancement due to an ineffective/partially effective annual summative rating and alleges that the rating is a result of gross procedural error or a material mistake of objective fact.

These employees have the right to file a petition with the Superintendent requesting a review of the evaluation rating or submit the matter to the grievance procedure.

If the employee files a petition with the Superintendent, it's an irrevocable election of the appeal process and it precludes the employee from then filing a grievance.

If the employee elects the Superintendent's review, the Superintendent may refer the petition to a Review Committee. The committee shall determine whether the rating would not have been partially effective or ineffective but for the gross procedural error or mistake of material objective fact.

The committee makes a recommendation to the Superintendent based on the review.

The Superintendent, in his sole and absolute discretion shall review the committee's recommendation and shall make a final decision that is binding by all parties and not grievable nor arbitrable.

A "gross procedural error" means substantial non-compliance by a direct supervisor with the evaluation procedure set forth in statute or regulation which directly resulted in a partially effective or ineffective rating.

## **ARTICLE XIV PROFESSIONAL DEVELOPMENT**

### **A. TUITION REIMBURSEMENT**

1. A member of the unit under contract to the Paterson School District who earns additional semester credits in courses related to education which are approved by the Superintendent of Schools will be reimbursed for tuition up to the approved WPUNJ rate for no more than three courses per contract year which may be prorated based upon the percentage of time that the member spends in the Paterson School System in any fiscal year as established in the guidelines below. The last day of the semester shall determine in which fiscal year the tuition would qualify for reimbursement.

2. In order to be eligible for tuition reimbursement for such approved courses, the course must be in the field of education of the member's certification or a course to obtain additional certification, unless it is part of an educational degree program, or unless this provision is waived by the Superintendent. Additionally, the course must be taken at an accredited college or university.

3. The intent of this provision is to reimburse tuition costs for graduate courses in the areas cited above, except that undergraduate courses taken within the area of a member's certification to obtain additional certification or in the area of an educational degree program may be taken, and the graduate course requirement shall be waived, by authorization and approval of the Superintendent of Schools.

4. A "B" grade must be obtained in each course in order for the course to be reimbursable.

5. In the case of a degree program, the individual college's requirements for passing shall govern and if the teacher receives credit from the college, the costs of tuition, subject to the above limitation shall be reimbursable.

6. For courses taken, a separate reimbursement check shall be issued within sixty (60) days of receipt of transcript and summer courses will be reimbursed in September, provided the member returns to the district.

7. Procedural guidelines for the submission of reimbursement claims shall be established by the Superintendent of Schools in conjunction with the Association.

8. The parties agree that the amount of money expended by the District for tuition reimbursement shall be deducted from the total District allotment. Further, the parties agree that should the Rutgers University tuition rate be increased or decreased, the amount of money to be expended by the District shall be increased or decreased by that same percentage.

9. Further, the parties agree that members of the Paterson Administrators Association shall be entitled to 10% of the District total.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

### **A. ASSAULT**

The Board shall give full support, including legal assistance, for any assault upon a member of the unit while acting in the discharge of his/her duties, provided the member has not violated any state or federal law. However, the Board will not pay any legal expenses prohibited by New Jersey Statute.

### **B. JOB DESCRIPTIONS**

Each member of the unit shall have a job description.

**C.** An appointed member of this unit shall participate in all discussion on the development of District policies on Violence and Vandalism.

## **ARTICLE XVI RETIREMENT ALLOWANCE**

Unit members who retire under the Teachers' Pension and Annuity Fund (TPAF) shall receive a lump sum salary payment according to the following formula and procedure:

1. One day of salary for every two days of accumulated sick leave to a maximum of ninety (90) days' pay (based on 180 accumulated)

2. Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 220.

3. No payment shall be made under this section unless the retiring employee has at least forty (40) days of unused sick leave at the date of retirement.

4. Payment shall be made within thirty (30) days following the employee's effective date of retirement or on the first pay day in January of the calendar year following the retirement of the employee, at the discretion of the employee. The employee shall designate the date of payment to the District within thirty (30) calendar days prior to the effective date of retirement.

5. In the event of death, the employee's estate shall receive said payment.

6. Any unit members, who give notice of retirement and retire under the Teachers' Pension and Annuity Fund (TPAF), will be eligible to receive one day of salary for every two days of accumulated sick leave to a maximum accumulation of 210 days and a maximum payment of 105 days. In order to be eligible for this incentive, the employee must provide the District with copies of the papers filed with the Division of Pensions and Benefits indicating the employee's intention to retire.

## ARTICLE XVII TRAVEL AND PARKING

### A. TRAVEL

1. Unit members will be reimbursed for travel expenses incurred in the regular performance of their duties, in accordance with District reimbursement procedures.

2. Unit members whose job descriptions require the use of personal vehicles shall be reimbursed \$45.00 per month.

### B. PARKING

Unit members who do not have parking available at their work site will receive hourly and/or monthly parking coupons (Paterson Parking Authority Lots) as deemed appropriate by the job title.

## ARTICLE XVIII INSURANCE BENEFITS

### A. HOSPITAL - MEDICAL COVERAGE

The District will continue to furnish hospital benefits to all employees and their dependents except Substitute Employees. The provisions of Chapter 2, P.L. 2010 and Chapter 78, P.L. 2011 establishing employee co-pay for health benefits are incorporated by reference in this Agreement. This legal requirement for employee co-payment shall be in effect and all such payments shall be made by the bargaining unit members; the District shall not reimburse or in anyway pay the employee for the co-payment the bargaining unit member has made to date. This provision shall not be subject to the grievance/arbitration provisions of this Agreement. The co-payment tables established by Chapter 78, P.L. 2011 are incorporated in Schedule A of this Agreement.

#### SCHEDULE A

#### HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE

#### (PERCENTAGE OF PREMIUM)

| Salary Range     | 11/12 | 12/13 | 13/14  | 14/15  |
|------------------|-------|-------|--------|--------|
| Less than 20,000 | 1.13% | 2.25% | 3.38%  | 4.50%  |
| 20,000-24,999.99 | 1.38% | 2.75% | 4.13%  | 5.50%  |
| 25,000-29,999.99 | 1.88% | 3.75% | 5.63%  | 7.5%   |
| 30,000-34,999.99 | 2.50% | 5.00% | 7.50%  | 10.00% |
| 35,000-39,999.99 | 2.75% | 5.50% | 8.25%  | 11.00% |
| 40,000-44,999.99 | 3.00% | 6.00% | 9.00%  | 12.00% |
| 45,000-49,999.99 | 3.50% | 7.00% | 10.50% | 14.00% |

|                  |       |        |        |        |
|------------------|-------|--------|--------|--------|
| 50,000-54,999.99 | 5.00% | 10.00% | 15.00% | 20.00% |
| 55,000-59,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 60,000-64,999.99 | 6.75% | 13.50% | 20.25% | 27.00% |
| 65,000-69,999.99 | 7.25% | 14.50% | 21.75% | 29.00% |
| 70,000-74,999.99 | 8.00% | 16.00% | 24.00% | 32.00% |
| 75,000-79,999.99 | 8.25% | 16.50% | 24.75% | 33.00% |
| 80,000-94,999.99 | 8.50% | 17.00% | 25.50% | 34.00% |
| 95,000 and over  | 8.75% | 17.50% | 26.25% | 35.00% |

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE  
(PERCENTAGE OF PREMIUM)**

| <b>Salary Range</b> | <b>11/12</b> | <b>12/13</b> | <b>13/14</b> | <b>14/15</b> |
|---------------------|--------------|--------------|--------------|--------------|
| Less than 25,000    | 0.75%        | 1.50%        | 2.25%        | 3.00%        |
| 25,000-29,999.99    | 1.00%        | 2.00%        | 3.00%        | 4.00%        |
| 30,000-34,999.99    | 1.25%        | 2.50%        | 3.75%        | 5.00%        |
| 35,000-39,999.99    | 1.50%        | 3.00%        | 4.50%        | 6.00%        |
| 40,000-44,999.99    | 1.75%        | 3.50%        | 5.25%        | 7.00%        |
| 45,000-49,999.99    | 2.25%        | 4.50%        | 6.75%        | 9.00%        |
| 50,000-54,999.99    | 3.00%        | 6.00%        | 9.00%        | 12.00%       |
| 55,000-59,999.99    | 3.50%        | 7.00%        | 10.50%       | 14.00%       |
| 60,000-64,999.99    | 4.25%        | 8.50%        | 12.75%       | 17.00%       |
| 65,000-69,999.99    | 4.75%        | 9.50%        | 14.25%       | 19.00%       |
| 70,000-74,999.99    | 5.50%        | 11.00%       | 16.50%       | 22.00%       |
| 75,000-79,999.99    | 5.75%        | 11.50%       | 17.25%       | 23.00%       |
| 80,000-84,999.99    | 6.00%        | 12.00%       | 18.00%       | 24.00%       |
| 85,000-89,999.99    | 6.50%        | 13.00%       | 19.50%       | 26.00%       |
| 90,000-94,999.99    | 7.00%        | 14.00%       | 21.00%       | 28.00%       |
| 95,000-99,999.99    | 7.25%        | 14.50%       | 21.75%       | 29.00%       |
| 100,000-109,999.99  | 8.00%        | 16.00%       | 24.00%       | 32.00%       |
| 110,000 and over    | 8.75%        | 17.50%       | 26.25%       | 35.00%       |

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER OR  
PARENT/CHILD COVERAGE  
(PERCENTAGE OF PREMIUM)**

| <b>Salary Range</b> | <b>11/12</b> | <b>12/13</b> | <b>13/14</b> | <b>14/15</b> |
|---------------------|--------------|--------------|--------------|--------------|
| Less than 25,000    | .88%         | 1.75%        | 2.63%        | 3.50%        |
| 25,000-29,999.99    | 1.13%        | 2.25%        | 3.38%        | 4.50%        |
| 30,000-34,999.99    | 1.50%        | 3.00%        | 4.50%        | 6.00%        |
| 35,000-39,999.99    | 1.75%        | 3.50%        | 5.25%        | 7.00%        |
| 40,000-44,999.99    | 2.00%        | 4.00%        | 6.00%        | 8.00%        |
| 45,000-49,999.99    | 2.50%        | 5.00%        | 7.50%        | 10.00%       |
| 50,000-54,999.99    | 3.75%        | 7.50%        | 11.25%       | 15.00%       |
| 55,000-59,999.99    | 4.25%        | 8.50%        | 12.75%       | 17.00%       |
| 60,000-64,999.99    | 5.25%        | 10.50%       | 15.75%       | 21.00%       |
| 65,000-69,999.99    | 5.75%        | 11.50%       | 17.25%       | 23.00%       |
| 70,000-74,999.99    | 6.50%        | 13.00%       | 19.50%       | 26.00%       |
| 75,000-79,999.99    | 6.75%        | 13.50%       | 20.25%       | 27.00%       |
| 80,000-84,999.99    | 7.00%        | 14.00%       | 21.00%       | 28.00%       |
| 85,000-99,999.99    | 7.50%        | 15.00%       | 22.50%       | 30.00%       |
| 100,000 and over    | 8.75%        | 17.50%       | 26.25%       | 35.00%       |

**\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits**

**B. DENTAL COVERAGE**

1. The district shall provide full family coverage as follows. The following coverage is based upon the usual customary and reasonable fee concept.
2. Co-payment:
  - Preventive and diagnostic - 80/100
  - Remaining basic services - 60/100
  - Crown, inlays and gold restorations - 50/50
  - Prosthodontic benefits - 50/50

3. Deductible

- \$25.00 per patient per contract year
- \$75.00 family maximum aggregate

Effective July 1, 1992 the District will institute the Delta Dental Incentive/Premier Unique Plan and permit enrollment in Delta Incentive/Preferred Unique and Delta Care (Plan E) programs as alternatives.

4. Maximum –

Per patient allowance is as follows:

- \$1,500 for 1999 - 2000
- July 1, 2002 and thereafter \$2,000

5. Orthodontics (applicable to eligible dependent children only)

- Co-payment 50/50
- Benefits subject to a \$1,000 per case maximum separate from the maximum in Section 4, above

6. Exclusions

Dependent children are not covered for prosthodontic benefits or for crowns, inlays and gold restorations.

7. The comprehensive plan currently in effect shall continue for the duration of this agreement.

**C. PRESCRIPTION COVERAGE**

Effective July 1, 2016, the District's family Drug Prescription Plan shall have a \$5.00 brand name, \$0.00 generic and a \$3.00 maintenance drug program (mail order prescriptions) co-pay.

1. The parties agree that the District has the authority to make a modification to the current prescription drug program to include a prior authorization on all compound medications. Said restriction shall take effect July 1, 2016. The parties understand that Benecard shall be the prescription provider for the District effective July 1, 2016 with all prescription benefits "equal or better than" those currently with Express Scripts, except that Benecard shall include its Compound Medication Protocol program as part of the District's prescription plan.
2. It is further agreed that in the case of married employees, the District will provide at no extra charge to the parties, prescription cards for each spouse. The parties agree that guidelines for the provision of prescription cards under this Section of the Agreement shall be mutually developed by the parties.
3. In the event of death of the spouse who is considered as the primary insured employee, or other circumstances which would cause termination of coverage, the District shall provide for uninterrupted coverage for the other employee and dependents.

**D. OPTICAL COVERAGE**

Effective July 1, 2012, the District agrees to provide, optical coverage for employees and family as detailed in Vision Services Plan B - \$20 deductible coverage.

**E. ADDITIONAL LANGUAGE**

The District may change plans only if all of the following procedures are followed.

1. The District reserves the right to change all insurance plan carriers as long as the benefits are equal to or better than the previous carrier.
2. Any proposed new carrier must offer benefits equal to or better than those provided by the New Jersey State Public and School Employees' Health Benefits Plan.
3. The District shall provide the Association with the proposed master policy, which the Association may review and analyze for a period of at least thirty (30) days.
4. Any disputes over the award of benefits which arise between an employee and the New Jersey State Health Plan, the District agrees to support the employees with appropriate documentation and information to assist with the claim and/or appeal process.

The following is applicable only if the District leaves the New Jersey State Health Benefits Plan:

- a. Any disputes over benefit levels or procedures which are not resolved by the parties through negotiations shall be submitted to binding arbitration.
- b. An arbitrator selected by the parties shall be experienced in the handling of health insurance issues.
- c. The decision of the arbitrator shall be issued not later than fifteen (15) days from the date of the closing of the hearing.

**ARTICLE XIX REPRESENTATION FEE**

- A. If a bargaining unit member does not become a member of the Association, effective July 1, of each new year, or during the course of the year, if he/she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.
- B. Prior to July 1, of each year the Association shall notify the District in writing of the amount of the regular unified membership dues charged by the Association. The representation fee paid by non-members shall be equal to the amount established by the annual arbitration award.
- C. Prior to July 1, the Treasurer of the Association shall submit to the District Business Administrator a list of employees who have not become members. The District will commence deducting the representation fee in the January paycheck and transmit to the Association.
- D. If an employee terminates his/her employment or is terminated by the District; it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.
- E. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
- F. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment and other information permitted by law.



## ARTICLE XX SALARIES

### A. SALARY GUIDE

The salary guide of the Paterson School District for the 2015-16, 2016-17, 2017-2018, 2018-2019, and 2019-2020 school years for the employees represented by the Paterson Administrators' Association is attached and is made a part of this Contract Agreement.

### B. NON SCHEDULED SALARIES

1. A member of the unit employed as a Director or Supervisor in any program implemented on Saturday, Sunday or holidays or who is employed to present programs or workshops outside the job description shall be compensated at the rate of \$40.00 per hour, so long as such activity takes place outside of the regular work hours.

2. Both parties may mutually agree to stipends or compensatory time in lieu of hourly compensation.

3. a. Newly appointed Vice Principals shall be reimbursed a maximum of \$1,000 for assessment fees paid to State approved agencies for required participation in any State mandated assessment program.

b. Unit participant must satisfy all program requirements prior to reimbursement.

c. Reimbursement shall be available on a one-time, per participant basis only.

### C. SALARY ADJUSTMENT PROCEDURE WHEN PROMOTED AFTER JULY 1

1. When a ten (10) month employee is promoted to a twelve (12) month position starting after July 1, the employee's salary is to be adjusted in the following manner.

2. The employee's salary as an administrator shall be calculated using the A or B salary guide.

3. The monthly promotional differential shall be calculated by subtracting the employee's base salary before promotion from the base salary on the appropriate administrative guide. This amount shall be divided by 12.

4. The monthly promotional differential shall be subtracted from the employee's administrator's salary for each month the employee did not serve in the promotional position after the beginning of the year that started on the preceding July 1.

## ARTICLE XXI INTERIM/ACTING POSITIONS

A. It is understood that administrative vacancies may occur and members of the Association may be assigned to fill said vacancy.

B. The Association member will be designated as "Acting" or "Interim" no longer than twelve (12) months.

C. The Interim/Acting position will expire June 30<sup>th</sup> annually, continuance is subject to reappointment.

D. Individuals appointed to Interim/Acting positions will be represented by the Association for which the job title is represented.

E. Interim/Acting positions will be compensated on appropriate salary guides

- F. Persons in Interim/Acting positions shall be entitled to increments based upon their experience in the Interim/Acting position.

## ARTICLE XXII DISTRICT RIGHTS

The management of the school district and the direction of the professional staff including the right plan, organize and control school operations, the right to hire, promote, suspend, or discharge administrators for cause, or to reduce staff for legitimate reasons, or the right to introduce new and improved methods or facilities, or to change existing education methods or facilities, and to manage the schools in the traditional manner is vested inclusively in the Paterson School District except to the extent that these rights are limited by this Agreement, applicable case law, and the laws of the State of New Jersey.

## ARTICLE XXIII DURATION OF AGREEMENT

The Paterson Administrators Association (hereinafter the "Association") and the Paterson School District (hereinafter the "District") and collectively, the "Parties" do hereby enter into the following Agreement.

This Agreement shall be effective as of July 1, 2015, except as otherwise provided, and remain in full force and effect until June 30, 2020.

The parties do hereby evidence their mutual consent and agreement to the extension of the form of contract in effect for the period July 1, 2015 through June 30, 2020, subject only to the modifications contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representative this 31<sup>st</sup> day of May, 2016.

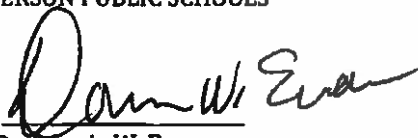
**PATERSON ADMINISTRATORS ASSOCIATION**

BY: 

Date: 6/1/2016

Ms. Danyel M. Cicarelli, President

**PATERSON PUBLIC SCHOOLS**

BY: 

Date: 6/2/16

Dr. Donnie W. Evans,  
State District Superintendent

BY: 

Date: 6/1/2016

Mr. Luis M. Rojas, Jr.  
Director of Labor Relations

**ARTICLE XXIV**  
**SERVICE OF PROCESS**

Whenever any process or notice is required to be given to either of the parties to the Agreement, the same shall be given at the following addresses:

Superintendent of Schools  
Paterson Public School District  
90 Delaware Avenue  
Paterson, NJ 07503

And/or

Paterson Administrators' Association  
c/o Danyel M. Cicarelli  
47 State Street  
Paterson, NJ 07502

## ARTICLE XXV COMPLETENESS OF AGREEMENT

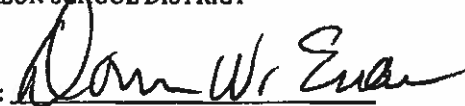
This agreement represents and incorporates complete and final understanding by the parties on all bargaining issues which were or could have been the subject of negotiations.

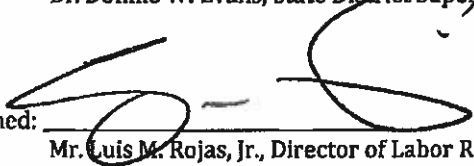
In WITNESS WHEREOF, the parties have hereunto set their hands and seals this 31<sup>st</sup> day of May, 2016

### PATERSON ADMINISTRATORS ASSOCIATION

Signed:   
Danyel M. Cicarelli, President

### PATERSON SCHOOL DISTRICT

Signed:   
Dr. Donnie W. Evans, State District Superintendent

Signed:   
Mr. Luis M. Rojas, Jr., Director of Labor Relations

## **SALARY GUIDE DESCRIPTIONS**

### **SCHEDULE A**

**Elementary School Vice Principals/Assistant Principals  
Assistant Supervisors  
Coordinators**

### **SCHEDULE B**

**High School Vice Principals/Assistant Principals  
Supervisors  
Assistant Directors**

| 15-16 | AMA    | AMA+30 | BMA    | BMA+30 |
|-------|--------|--------|--------|--------|
| 1     | 81079  | 82401  | 82401  | 83401  |
| 2     | 83079  | 83579  | 84201  | 84901  |
| 3     | 85579  | 85679  | 84901  | 85901  |
| 4     | 86579  | 87679  | 87901  | 89401  |
| 5     | 89279  | 89779  | 91001  | 92601  |
| 5a    | 90779  | 91279  | 92501  | 94601  |
| 6     | 92449  | 92679  | 94401  | 96601  |
| 6a    | 94449  | 94679  | 96401  | 97701  |
| 7     | 96079  | 96679  | 98101  | 98701  |
| 8     | 98009  | 98679  | 99901  | 101701 |
| 9     | 100379 | 100879 | 102101 | 103901 |
| 10    | 102949 | 104874 | 103101 | 107601 |
| 10a   | 104949 | 105279 | 106201 | 110201 |
| 11    | 107049 | 107879 | 110201 | 112101 |
| 12    | 110549 | 113279 | 114101 | 117601 |
| 12a   | 114079 | 115379 | 118001 | 119201 |
| 13    | 118179 | 118679 | 121701 | 123750 |

| 16-17 | AMA    | AMA+30 | BMA    | BMA+30 |
|-------|--------|--------|--------|--------|
| 1     | 82901  | 83401  | 83401  | 84401  |
| 2     | 83401  | 83501  | 84401  | 84901  |
| 3     | 85401  | 85501  | 84901  | 85901  |
| 3a    | x      | X      | x      | 87901  |
| 4     | 86401  | 87501  | 87901  | 89401  |
| 5     | 89126  | 89601  | 91001  | 92601  |
| 5a    | 90601  | 91101  | 92501  | 94601  |
| 6     | 92201  | 92501  | 94401  | 96601  |
| 6a    | 94201  | 94601  | 96401  | 97701  |
| 7     | 96501  | 96501  | 98101  | 98701  |
| 8     | 97901  | 98501  | 99901  | 101701 |
| 9     | 100801 | 101101 | 102101 | 103901 |
| 10    | 103701 | 104101 | 103101 | 107601 |
| 10a   | 104901 | 105001 | 106201 | 110201 |
| 11    | 106801 | 107101 | 110201 | 112101 |
| 12    | 110301 | 113101 | 114101 | 117601 |
| 12a   | 114001 | 115201 | 118001 | 119201 |
| 13    | 118001 | 118501 | 121701 | 123750 |
| 14    | 118551 | 119501 | 122701 | 124750 |

| 17-18 | AMA    | AMA+30 | BMA    | BMA+30 |
|-------|--------|--------|--------|--------|
| 1     | 83401  | 83901  | 83401  | 84401  |
| 2     | 84401  | 84501  | 85401  | 85901  |
| 3     | 85548  | 85548  | 85901  | 86901  |
| 3a    | x      | X      | x      | 87901  |
| 4     | 86933  | 86548  | 87901  | 89401  |
| 5     | 89273  | 89748  | 91001  | 92601  |
| 5a    | 90748  | 91248  | 92501  | 94601  |
| 6     | 92348  | 92348  | 94401  | 96601  |
| 6a    | 94085  | 94648  | 96401  | 97701  |
| 7     | 96448  | 96648  | 98101  | 98701  |
| 8     | 97901  | 98648  | 99901  | 101701 |
| 9     | 100596 | 101248 | 102101 | 103901 |
| 10    | 103701 | 104248 | 103101 | 107601 |
| 10a   | 105896 | 105148 | 106201 | 110201 |
| 11    | 106801 | 107248 | 110201 | 112101 |
| 12    | 110486 | 113248 | 114101 | 117601 |
| 12a   | 114486 | 115348 | 118001 | 119201 |
| 13    | 118586 | 118896 | 121701 | 123750 |
| 14    | 119549 | 120249 | 123701 | 125550 |

| 18-19 | AMA    | AMA+30 | BMA    | BMA+30 |
|-------|--------|--------|--------|--------|
| 1-2   | 84401  | 84501  | 85401  | 85901  |
| 3     | 85548  | 85548  | 85901  | 86901  |
| 3a    | x      | X      | x      | 87901  |
| 4     | 86933  | 86548  | 87901  | 89401  |
| 5     | 89273  | 89748  | 91001  | 92601  |
| 5a    | 9074   | 91248  | 92501  | 94601  |
| 6     | 92348  | 92348  | 94401  | 96601  |
| 6a    | 94085  | 94648  | 96401  | 97701  |
| 7     | 96448  | 96648  | 98101  | 98701  |
| 8     | 97901  | 98648  | 99901  | 101701 |
| 9     | 100596 | 101248 | 102101 | 103901 |
| 10    | 103701 | 104248 | 103101 | 107601 |
| 10a   | 105896 | 105148 | 106201 | 110201 |
| 11    | 106801 | 107248 | 110201 | 112101 |
| 12    | 110486 | 113248 | 114101 | 117601 |
| 12a   | 114486 | 115348 | 118001 | 119201 |
| 13    | 118586 | 118896 | 121701 | 123750 |
| 14    | 119549 | 120249 | 123701 | 125550 |

**Longevities**

| <u>District</u> |       | total of: | <u>Administrative</u> |     | total of: |
|-----------------|-------|-----------|-----------------------|-----|-----------|
| 9 Years         | 1,200 | 1,200     | 8 Years               | 900 | 900       |
| 10 Years        | 1,000 | 2,200     | 9 Years               | 900 | 1,800     |
| 15 Years        | 600   | 2,800     | 10 Years              | 900 | 2,700     |
| 16 Years        | 400   | 3,200     | 11 Years              | 900 | 3,600     |
| 20 Years        | 800   | 4,000     |                       |     |           |
| 24 Years        | 500   | 4500      |                       |     |           |
| 25 Years        | 1400  | 5900      |                       |     |           |
| 26 Years        | 500   | 6400      |                       |     |           |

Plus additional \$2,000 for earned Ph.D. or Ed. D.

Plus additional \$1,000 for Assistant Directors



# Paterson Administrator's Association

## Grievance Form

Name: Paterson Administrators Association Date: 6/15/21

School/Position: PAA

Work telephone number: 50141

1. Date the cause of grievance occurred: 5/26/2021(email of cafeteria plan)

2. Statement of Grievance : The district raised members insurance rates substantially in implementing it last insurance increase and failed to notify members and did not allow for members to have an open enrollment period to change plans in light of the substantial increase in their contributions to their insurance causing financial harm as stated in the districts email outlining the Cafeteria plan.

3. Relief sought: Increase removed from members insurance premiums, notification of any and all changes that impact members, and the option to change plans as per the Changes in Cost or Coverage of a Benefit stated in the district provided Cafeteria plan.

4. Article(s) of contract believed to be violated (if known):



# Paterson Administrator's Association

5. Level One response;

- A. \_\_\_\_\_ Check here if grievance cannot be resolved at Level 1
- B. \_\_\_\_\_ Check here if grievance is not resolved to the satisfaction of the grievant and state resolution
- C. \_\_\_\_\_ Check here if grievance is denied and reason for denial

6. Signature of grievant: \_\_\_\_\_ Date: \_\_\_\_\_

7. Signature of grievance representative:  J.Ribitzki

Date:      

Telephone Number: Ext. 50141



### **Cafeteria Plan Elections**

The cafeteria plan document sets forth the timing of benefit elections available under the plan. Benefit elections cannot be revoked or changed during the course of the plan year, except as specifically provided by the plan. As a general rule, a cafeteria plan election is binding for the entire 12-month plan year.

### **Mid-Year Election Changes**

The final 2001 cafeteria plan regulations address when a mid-year election change is permitted. Generally, there are two categories of permissible mid-year election changes. They are: status changes and changes in the cost of coverage.

### **Status Changes**

The rules regarding status changes are applicable to accident and health plans, dependent care assistance plans, adoption assistance programs, group term life insurance plans, and health FSA plans. The following events may be considered status changes permitting modifications to cafeteria plan elections, but only to the extent that the plan document so provides:

- Change in legal marital status, including marriage, death of the spouse, divorce, legal separation, or annulment.
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent.
- Change in dependent status, such as reaching the limiting age or a change in student status.
- Change in employment status, such as termination or commencement of employment by the employee, spouse or dependent.
- Change in work schedule, such as a reduction or increase in hours of employment by the employee, spouse or dependent, including a switch between part-time and full-time, a strike or lockout, or commencement or return from an unpaid leave of absence.
- Change in health plan access due to change in residency or work location of the employee, spouse or dependent. This status change does not, however, warrant a health FSA election change.
- Entitlement to COBRA.

