

4-0079  
16-07

May 12, 1969

THIS BOOK DOES  
NOT CIRCULATE

Amendment to Teachers' Contract

Your Committee of the Whole, by mutual agreement between the parties hereto, recommends that the final draft of agreement between the Board of Education and Passaic Teachers Association be and is hereby amended to incorporate and insert the word "Personnel" in front of "policy" on Page 3, line 2 under Article 11;

Your Committee further recommends under Article VI- "Graduate Credit Payment", Page 14, line 9 after phrase "during the" insert the words "summer or" so that phrase now reads "during the summer or fall semesters".

Your Committee also recommends under Article VI, Page 14, line 11 after the word "semester", that the following clause be inserted" in addition thereto, a list of alternate courses which may be taken as substitutes because of enrollment limitations or changes in offering by the colleges are to be submitted in application to the Superintendent of Schools".

And Be It Further Resolved that a copy of this resolution be and is hereby attached and made part of the entire agreement between the parties prior to approval and execution of contract document.

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AGREEMENT BETWEEN THE BOARD OF EDUCATION PASSAIC, NEW JERSEY AND THE  
PASSAIC TEACHERS ASSOCIATION

PREAMBLE

The negotiating committee of the Board of Education Passaic, New Jersey and the negotiating committee of the Passaic Teachers Association have agreed to the following settlement of the negotiations between them for the school year 1969-70. This agreement constitutes the initial agreement between the parties and incorporates the existing two year salary scales previously established for school years 1968-70.

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1969 by and between the Board of Education of Passaic, New Jersey, hereinafter called the "Board", and the Passaic Teachers Association, hereinafter referred to as "Teachers Association". In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board of Education Passaic, New Jersey recognizes the Passaic Education Association as the exclusive bargaining agent for purposes of collective negotiation with the Board concerning the terms and conditions of employment for all certified teachers, nurses, psychologists, social workers & librarians, under contract but not on a per diem or temporary basis of employment.

ARTICLE II

NEGOTIATION PROCEDURE

Not later than October 1 of each year, the Association shall submit

to the Board a complete text of proposals for negotiation. The Board shall meet with the Association not later than 15 calendar days from the submission of proposals in order to initiate negotiation. A final draft of demands is to be submitted by each party by no later than November 15 or 30 days after the start of negotiations if such time would occur prior to November 15. During negotiations, The Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Upon agreement by the parties in negotiation, the parties will make recommendations to their respective constituents for consideration and ratification action. Neither party in negotiation shall control the selection of the negotiating representatives of the other party.

Either party may, if itso desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The parties mutually pledge that their representatives may make proposals, consider proposals, and make counter-proposals in the course of negotiation and will communicate these to their constituents. Meetings between the parties shall be scheduled at a mutually convenient time and place in order that the teachers involved may be free from assigned instructional responsibilities. The agreement between parties shall be reduced to writing and signed by the representatives of each party. The Agreement shall not be altered, amended or changed except in writing after mutual agreement of the parties and after ratification by dually authorized groups and signed by both the Board and the Association which writing shall be appended to the agreement and become a part thereof.

During the term of the agreement, should the Board desire to adopt a change in policy which effects terms and conditions of employment, the Board will notify the Teachers Association in writing that it is considering such a change. The Teachers Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definition

A "grievance" is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting a teacher or group of teachers.

B. Purpose

1. 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 the welfare or terms and conditions of employment of employees, except that this procedure shall not apply to non-renewal of non-tenure contracts or appointments. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without participation by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

## C. Procedure

1. In the event a grievance is filed at such time that it cannot be processed through all 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 practicable.

### 2. Level One

An employee with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

### 3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

### 4. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was

delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance within fifteen (15) school days to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within 30 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education was made known.

The following procedure will be used to secure the services of an arbitrator:

- (A) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (B) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (C) If the parties are unable to determine, within 10 school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory only. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitration hearings.

#### D. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. The arbitration hearings will be scheduled, so as not to interfere with the working hours of the employees required to be present at the hearings.

#### E. Miscellaneous

1. During the processing of a grievance or while a final decision, all documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public.

## ARTICLE IV

### LEAVES OF ABSENCE

#### SABBATICAL LEAVE

Employees covered by this Agreement shall be eligible for sabbatical leave after seven years of employment in the Passaic school system. Time on leave of absence shall not accrue toward sabbatical leave entitlement. Request for sabbatical leave must be submitted in letter form to the Association and the Superintendent by May 1 for leaves to commence with the fall semester and October 1 for leaves to commence with the start of the spring semester. Of those eligible, no more than 1% of the teaching staff may be granted sabbatical leave in each year. Selection of those eligible employees making application will be done jointly by a committee of one representative of the Association and the Superintendent. Selection will be based on the educational purposes including travel for which the employee is making application. Salary entitlement shall be increased from existing policy of 50% to 75%.

Sabbatical leaves for professional improvement are considered benefits to both employees and the school system. The Board recognizes these benefits and has provided the means to grant them under the following conditions:

1. The Board reserves the right
  - a. to grant or reject any application
  - b. to give on seniority basis of service in the Passaic school system
  - c. to cancel sabbatical of any employee who accepts gainful employment (living allowances will not be considered) - Failure by an employee to comply with any of the regulations above shall be deemed neglect of duty and act of insubordination.



2. Sabbatical leaves may be granted for one semester or for two semesters at intervals of seven years.

3. The request for a sabbatical must be in writing, submitted to the Superintendent of Schools and the Association and must include:

a. A plan of activity to be pursued

b. A statement by the applicant signifying a willingness to return and serve a minimum of two years, unless prevented by illness or excused from such service by the Board of Education.

4. If the provisions of the sabbatical plan have been satisfactorily completed and approved by the Superintendent of Schools and the Association Representative, the employee shall be entitled to the regular increment and any increase in the salary guide for the sabbatical period.

5. Payment to a teacher on leave shall be made in the same manner adopted by the Board of Education in paying all employees.

6. All rights inherent in the employee's original contract shall continue as heretofore.

#### MATERNITY LEAVE OF ABSENCE

A. Tenure Employees

B. Non-Tenure Employees

If any female employee becomes pregnant, she shall IMMEDIATELY notify the Board of Education of her condition.

#### A. Tenure Employees

A female employee who is under tenure and who is pregnant shall IMMEDIATELY notify the Board of Education and prepare to TERMINATE her contract NOT LESS THAN three months prior to the anticipated birth.

All leaves for this purpose shall be granted to the end of the current school year, unless special circumstances warrant additional time, in which event the Board may grant an extension.

As a condition to granting all leaves of absence, the Board reserves the right at any time to curtail or terminate any and all grants prior to the expiration of the term granted, if in the judgement of the Board and the Superintendent, the service of the employee is needed by the school system in the following circumstances:

1. In cases of interrupted pregnancy, the leave of absence may be terminated by the Board of Education after the lapse of three months, provided the Chief Medical Inspector of the Board of Education shall certify to the Superintendent of schools that said employee is in good health and in fit condition for service.
2. Where an interrupted pregnancy occurs in the case of an employee who has not taken a leave of absence because unaware of her pregnancy, the employee shall ask for and accept a leave of absence for a period of three months, which may be terminated by the Board of Education at an earlier date.
3. In case of still births or the death of the child, the maternity leave of absence may be terminated by the Board of Education at any time after the lapse of three months following confinement, provided the Chief Medical Inspector of the Board of Education shall certify to the Superintendent of Schools that the said employee is in good health and in fit condition for service.

Failure by an employee to comply with any of the above regulations shall be deemed neglect of duty and an act of insubordination.

b. Non-Tenure Employees

A female employee who is not under tenure and who is pregnant shall immediately notify the Board of Education and prepare to terminate her contract not less than three months prior to the anticipated birth. Non-tenure teachers may be reemployed at the discretion of the Board by requesting the official form, Re-instatement After Pregnancy and submitting the same to the Superintendent of Schools.

OTHER LEAVES

The Board of Education may, at its discretion, grant any other type of leave not covered by the previous specified leaves, with or without full salary, or partial salary, when in its judgement such leave is warranted and not inconsistent with the best interests of the Board.

SICK LEAVE

1. All employees covered by this Agreement shall be entitled to ten sick days leave with pay each year. Unused sick days may be accumulated from year to year without limit. No more than ten sick days may be accumulated in any one year.

2. Absence due to exclusion (by health authorities having jurisdiction over the schools) because of his contact with a contagious disease at his residence or while discharging his assigned responsibilities shall not be counted as such leave and no deduction of salary for the imposed loss of time shall be made.

3. In case of any absence other than sick leave and not otherwise provided for, such employee shall lose a full day's pay for such absence.

4. Full-time employees who have been in the regular employment of the Board of Education for a period of at least four calendar years shall be paid during a period of extended illness, the difference between their established per diem salary and day-to-day substitute salary in accordance with the following provisions:

a. The employee must be absent and unable to perform his regular school duties for a period of more than 30 consecutive calendar days before he becomes eligible to receive the benefits of these provisions.

b. These employees shall be paid the difference between per diem substitute salaries and their regular salaries after 30 calendar days of illness or at the expiration of their accumulated sick leave as follows:

After four but less than six years service a differential for an additional 30 school days mentioned above.

After six but less than ten years service a differential for an additional 45 school days mentioned above.

For ten years and over a differential for an additional 90 school days mentioned above.

c. The fact of illness must be certified to in writing within 30 calendar days by the attending physician.

5. Requests for prolonged leaves of absence for illness beyond the time already provided for in the preceding paragraphs must be submitted in writing to the Superintendent of Schools and must be accompanied by a doctor's certificate. Prolonged illness leaves will only be granted for an entire term or year and can be renewed at the discretion of the Board of Education. The Board reserves the right to request the applicant to submit to a physical examination by the school's medical examiner.

#### APPLICATION FOR LEAVE

5. The application for such leave of absence or its renewal must be accompanied by a statement from the attending physician, subject to approval by the school physician, stating the nature of the illness or disability and definitely recommending that the employee be relieved of duties unless such statement is waived by the Superintendent of Schools.

#### APPLICATION FOR REINSTATEMENT

7. Application must be made at least thirty days before the expiration of a leave of absence for personal illness, but less than ten days before the termination of the leave, the employee must submit a written statement from the attending physician, subject to approval by the school physician, certifying that the employee has been examined and that he is or will be able to resume his duties with the Board of Education when the leave of absence expires.

#### EARLY TERMINATION OF LEAVE

8. Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the employee and the request is accompanied by a statement from the attending physician, subject to approval by the school physician, recommending return to duty, shall be at the discretion of the Superintendent of Schools and the Board of Education and in accordance with the needs and interests of the schools.

### MILITARY LEAVE

All employees of the Board of Education of the City of Passaic are entitled to the provisions of the NEW JERSEY STATUTES with respect to MILITARY LEAVES: P. L. 1941, c 119 as amended by P.L. 1942, c 327 and Chapter 38:23-1 as amended by Chapter 351, Laws of 1953. Military Leave includes those subject to the draft, voluntary enlistment and reserve. Employees affected should consult Secretary - Business Administrator.

### OTHER LEAVES

Two days leave with pay in a given year for personal reasons will be provided for each employee covered by this Agreement, except when preceding or following "no school" days as provided in the school calendar. The only exception to the latter is in case of days of religious observance.

## ARTICLE V

### SUBSTITUTE PAY

In the event substitutes cannot be provided to cover classes the Board agrees to pay regular staff teachers who cover classes as substitutes \$3.00 per 40 minute period or \$4.50 per hour, whichever is applicable.

## ARTICLE VI

### GRADUATE CREDIT PAYMENT

The Board agrees to provide a sum of \$3,000 for payment for approved graduate courses or courses taken in a program previously approved by the Superintendent by employees covered by this Agreement. Of the amount of \$3,000.00, the amount of \$1,500 will be set aside for employees taking courses during the fall semester. The amount of \$1,500 plus any unused amount from the \$1,500 set aside for the fall semester will be pro-rated for employees intending to take courses during the spring semester. Application is to be submitted in writing to the Superintendent of Schools by June 1 for courses to be taken during the fall semester and December 1 for courses to be taken during the spring semester. Following the close of each application period, the Superintendent will evaluate all requests and authorize payment up to the per credit amount charged by state colleges for those applications which have been approved. This total amount is not to exceed \$1,500 for the fall semester or \$3,000 for the entire year.

As a general rule, approval will be given to programs leading to a master degree and for degree programs beyond the masters and for all other

graduate courses not leading to a degree which may be approved by the Superintendent. Generally, no more than nine credits may be taken in any one school year except for credits which may be taken during the summer, during which time the teacher is not assigned teaching duties in the system.

## ARTICLE VII

### CURRICULUM WORKSHOP

A joint committee shall be established comprised of the Superintendent of Schools and two other members of the Superintendent's choice plus two members of the Association as designated by the Association. The Board agrees to set aside the amount of \$5,000 for the summer curriculum workshop. The joint committee is to decide the subjects to be included in the workshop and will decide the period of time during which the workshop will be given. By April 1, 1970, the Board will reexamine the use of personal days by employees covered by this Agreement. On the basis of projections for the remainder of the year to be made by the Board, any unused amount of the \$17,000 authorized by the Board for additional personal days as prescribed by this MEMORANDUM OF AGREEMENT, will be diverted to the summer program.

## ARTICLE VIII

### INSURANCE PROTECTION

The Board agrees to pay full premiums for each employee covered by this agreement ~~and to pay the cost of~~ for coverage in the State Health Benefits Plan, which includes Blue Cross, Blue Shield, Rider J and Major Medical.



No later than the end of the school year the Board shall provide to each employee in the unit a description of the health care insurance coverage provided each employee in the negotiating unit.

#### ARTICLE IX

##### Savings Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall be void and unenforceable, otherwise all other provisions of this Agreement shall continue in effect for the duration of this Agreement.

#### ARTICLE X

##### BOARD'S RIGHTS

The Board of Education reserves to itself the sole jurisdiction and right in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote and direct employees covered by this Agreement or to take disciplinary action against said employees (up and including discharge) for just cause, to direct school operations and take whatever other actions maybe necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

#### ARTICLE XI

##### DURATION

The provisions of this Agreement shall be effective as of September 1, 1969, and shall remain in full force and effect until August 31, 1970, subject to the right of the Board and the Teachers Association

to negotiate for a successor agreement as provided in the negotiations procedure herein.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attended by their respective secretaries and their corporate seals to be placed hereon all on the day and year first above written.

Board of Education Passaic, New Jersey

By \_\_\_\_\_ (President)

By \_\_\_\_\_ (Secretary)

Passaic Teachers Association

By \_\_\_\_\_ (President)

By \_\_\_\_\_ (Secretary)