

***CONTRACT AGREEMENT***

***BETWEEN THE***

***PATERSON PUBLIC SCHOOLS***

***AND***

**THE PATERSON CENTRAL OFFICE SUPERVISORY ASSOCIATION**

**JULY 1, 2004 - JUNE 30, 2007**

**The Paterson School District**

Dr. Dennis Clancy  
Interim State District Superintendent

Dr. Anna DeMolli  
Assistant Superintendent for School Operations  
Operations

Dr. Joseph Fulmore  
Assistant Superintendent of School

Mrs. Jeanette Lyde  
District High School Coordinator

Ms. Brenda Patterson  
Assistant Superintendent of Elementary  
Education and Special Programs

Mr. Dennis Sevano  
Assistant Superintendent of School Operations

Dr. John Sico  
Assistant Superintendent of  
Curriculum/Instruction

Dr. EmmaJean Stepherson  
Assistant Superintendent for School Operations

Mr. Michael P. Krause  
Labor Relations Officer

Ms. Eileen Shafer  
Director of Human Resources/Personnel

Mrs. Jacqueline Jones  
Executive Assistant to the Superintendent

Mariann Crincioli, Esq.  
General Counsel

Roosevelt Porter, Esq.  
General Counsel

**THE CENTRAL OFFICE SUPERVISORY ASSOCIATION**

Hector Santos  
President

Benjamin Clanton  
Vice President

Joan Kirwan  
Secretary/Treasurer

**PATERSON BOARD OF EDUCATION**

Dr. Jonathan Hodges, President

Mr. William Kline, Vice President

Dr. Joseph Atallo

Mr. Chauncey I. Brown, III

Mr. Alonzo Moody

Mr. Juan Santiago

Mr. Andre Sayegh

Ms. Willa Mae Taylor

Mr. Daniel Vergara, Sr.

**THE NEGOTIATING TEAMS**  
**CENTRAL OFFICE SUPERVISORY ASSOCIATION**

Hector Santos, President

**PATERSON SCHOOL DISTRICT**

Michael P. Krause, Labor Relations Officer

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## **AGREEMENT**

This Agreement entered into this 1st day of July, 2004 by and between the Paterson School District of the City of Paterson, New Jersey, hereinafter called the "District", and the Paterson Central Office Supervisory Association (COSA), 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 non-certified Supervisors, assigned to central office, whether under contract, on leave, employed or to be employed by the "District", under the following titles:

- Sector Supervisor's of Custodial and Maintenance
- Supervisor of Pupil Accountability
- Coordinator of Student Attendance and Special Investigation
- Supervisor of Central Stores and Supplies
- Supervisor of Security
- Supervisor of Dental Clinic
- Supervisor of Accounts Payable
- District Title I – Parent Coordinator
- Supervisor of Reprographic Services
- Supervisor of Transportation

## 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, approximately 90 calendar days prior to submittal of the District budget. 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. It is further agreed that the negotiating teams will consist of no more than five members on both sides.

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.

**D.** Both parties agree that it is in the best interest of the District and Association to conduct side-bar agreements throughout the work year as issues arise.

**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 in Interest

A "party in 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 problems, which may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept 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. Level I - Immediate Supervisor

A member of the unit with a grievance shall first discuss the grievance with his/her immediate supervisor, with the objective of resolving the matter informally.

### 3. Level II - State District Superintendent or Designee

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance, in writing, with the Association within five (5) work days after the decision, or ten (10) work days after the grievance was presented at Level I, whichever is sooner.
- b. Within five (5) work days after receiving the written grievance, the Association shall refer it to the State District Superintendent or his/her Designee. (Labor Relations Officer)
- c. The written application for a Level II hearing shall include the results achieved at Level I, the reason(s) for the employee's dissatisfaction with the earlier determination and all supportive documentation.
- d. The Level II hearing shall occur within *ten (10)* work days of receipt of the application for a Level II hearing.
- e. The State District Superintendent or Designee shall notify the aggrieved person and the Association of its determination within *ten (10)* work days following the hearing.

### 4. 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)* work days after the grievance was scheduled to be heard, he/she may within five (5) work days after the decision, or twenty-five (25) work 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) work days after the receipt of request.
- b. The Association and the District will select on a rotating basis, arbitrators from a list provided by the Public Employment Relations Commission (PERC).
  1. 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 at Level II, in the month following the grievance's filing at Level II.
  2. Grievance hearings shall be held at a mutually acceptable site at 3:00 p.m. of each arbitration date.

3. 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 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's decision shall be in writing and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions, 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.

4. Cancellations

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

5. One day of hearings, regardless of the number of cases presented in that day and one day of study for each case heard on the day of the hearings.

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 by the party who is not awarded the decision. The party incurring same shall pay any other expenses incurred.

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

**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 District and the processing of such grievance shall be commenced at Level II.

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 reasons therefore, and shall be transmitted 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 and shall not be kept in the personnel file of any of the participants.

4. 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.
- 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 meeting or appearance and shall have the right to have representation of the Association and/or an attorney 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. The District 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 four (4) work days to respond to the complaint.
  - 3. This section shall not apply to a complaint to which an immediate response is appropriate.

## ARTICLE V

### ASSOCIATION RIGHTS

#### A. Information

The District agrees to furnish to the Association, in response to reasonable requests from time to time, available information concerning the financial resources of the District, including but not limited to: names of employees serving under the titles represented by the Association, together with information which may be necessary for the Association to process any grievance or information necessary for negotiations.

#### 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. 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.

#### E. NJEA Convention Attendance

The District agrees to approve the attendance of one (1) Association officer to attend the NJEA Convention annually. The Association agrees to provide the name fourteen (14) days in advance, of who will be attending. The district requires upon return, proof of attendance within five (5) working days of the convention. Upon receipt of proof of attendance the officer will not be charged vacation or personal days.

## ARTICLE VI

### WORK YEAR AND VACATION DAYS

- A. Members of the Unit shall be employed on a twelve (12) month basis as follows:
1. Work days will be selected by the State District Superintendent through the 12-month calendar process. The work year will be no more than two hundred and twenty four (224) days commencing July 1 through June 30.
  2. All vacation and personal days must be approved, in writing, in advance, by the member's supervisor.
- B) Members hired prior to July 1, 1995, shall earn twenty two (22) vacation days per year, after the completion of one full school year. During year one of employment, vacation days will accrue at 1.83 per month. All other members shall earn ten (10) vacation days after one (1) year of employment, fifteen (15) vacation days after two (2) years of employment and twenty (20) vacation days after three (3) years or more of employment.
- C) Active and continuous service from July 1 through June 30 shall be considered a full year. July 1 shall be designated as the anniversary date for all members.
- D) Vacation days may accrue to a maximum of ten (10) days from the prior year(s) with supervisors written approval.
- E) Members of the unit may request the District to purchase back up to ten (10) vacation days, at a 100% rate; (annual base salary divided by 240); this benefit shall be limited to two (2) uses every three (3) years, but only one (1) in any given year.

**ARTICLE VII**

**WORK DAY AND MEETINGS**

**A. Work Day**

1. The work day shall consist of eight (8) hours, including one hour of duty free time. Duty free time shall be determined according to the schedules of the individual schools/work sites.
2. Flexible starting and ending times are permissible with prior approval of the member's supervisor as long as the employees work an eight hour day. If a dispute arises about scheduling the flexible hours, the facts may be presented to the appropriate Director or Assistant Superintendent for determination of the approval. Such disputes, however shall not be subject to the grievance or arbitration process.

**B. Call Back / Overtime**

1. Members of this Unit are not eligible for Call Back or Overtime

2.a In recognition of job title responsibilities, the district agrees to provide an annual stipend to those individual(s) performing the function of Sector Supervisor of Custodial and Maintenance Services. Said stipend shall be added to the base salary and paid equally over twenty-four (24) pay periods.

- b. The stipend for Sector Supervisors of Custodial and Maintenance Services shall be paid:

Effective:

July 1, 2004 through June 30, 2005 =	\$2,250
July 1, 2005 through June 30, 2006 =	\$2,250
July 1, 2006 through June 30, 2007 =	\$2,250

**ARTICLE VIII**

**SICK LEAVE**

A. Allowance

Members of the unit shall be earn ten (10) sick leave days per year.

B. Leave Accounting

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

C. Physician's Certificate

The District may require a physician's certificate in conformance with 18A:30-4 at any time.

**ARTICLE IX  
PAID LEAVES OF ABSENCE**

A. Personal Leave

1. Members of the unit shall earn five (5) days of personal leave per year.
2. Personal leave may not be taken before or after a holiday, or before September 15 or after June 15, unless approved by the State District Superintendent in advance of the proposed absence.
3. Notice of absence shall be given in writing to the members immediate supervisor no less than five (5) days prior to the requested leave date and as far in advance as possible.

B. Bereavement Leave

1. Members of the unit are entitled to four (4) work days leave for death of spouse, child or parent(s), siblings, father-in-law, mother-in-law, grandparents, grandchildren. It is agreed that days taken in accordance with this provision shall be consecutive calendar days, one of which shall be the day of the funeral.
2. Intervening holidays in excess of two days shall be counted as work days for the purpose of this benefit.
3. All leaves shall be applied for at the time of occurrence. Documentation may be required 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 therefrom 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 the Family Leave Acts;
4. No medical premiums shall be paid by the district during such leave other than as required by the State or Federal Family Leave Acts, but the employee will have the opportunity to continue those benefits at the employee's own cost and is responsible for notifying the office of health benefits of their intentions in writing prior to the leave.

#### D. 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 a supervisor.

#### E. Military Leave

Members called into temporary active duty of any unit of the U.S. 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 for up to three (3) months in any calendar year.

#### F. Other Leaves

1. Time necessary for appearances in any criminal, quasi-criminal or other legal proceeding pertaining to Paterson School business or school affairs or is required by law to will be granted with full pay. This provision shall not apply in any matter which member has an adversarial position to the District.
2. Other leaves of absence may be granted by the District for good reason at any time during the work year.

#### G. 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.
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 to the Director of Personnel and must be updated by April 15 of the said school year.

H. Return from Leave

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. Failure to return from leave on the date due for return, unless an extension of leave has been requested and approved in writing, shall constitute abandonment of the member's position.

## **ARTICLE X POSTINGS**

### A. Definition

All openings for positions in the District, including promotional positions, 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 State District Superintendent or designee during the school year in accordance with the following procedures:

### B. Procedures

1. All qualified employees shall be given opportunity to 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 and attainments and other relevant factors of applicants.
3. Notification for applications shall be posted and circulated in the schools and in other district buildings.
4. Notification shall be made as such vacancies, which are to be filled, become known or available.
5. In the case of existing positions, posting shall occur as soon as the vacancy is known.
6. Posting announcements will include the qualifications for specific positions, position title, and the date upon which application for such position is due.
7. Posting for vacancies earlier than stated above is encouraged.

## **ARTICLE XI**

### **CONFERENCES - CONVENTIONS**

#### **A. Conferences - One Day**

If attendance is approved, the District may pay all reasonable expenses incurred, including transportation costs, necessary meals and registration fees. Documentation must be submitted in advance to substantiate the total amount to be reimbursed according to district procedures.

#### **B. Conferences Exceeding One Day**

Permission to attend such conferences or seminars, exceeding one day, if granted, shall be without loss of salary and may include travel, lodging and registrations and reimbursement of per diem not to exceed fifty (\$50.00) dollars per day, in accordance with District procedures and policy.

## **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. 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 Director of Personnel within ten (10) work days after such written request is submitted to the Superintendent.

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

Members of the unit desiring a re-assignment or transfer effective July 1, shall file a written statement of such desire with the Personnel Office no later than April 1 or sooner, if possible.

## **ARTICLE XIII**

### **PERFORMANCE EVALUATION**

#### **A. Monitoring or Observations**

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

#### **B. Personnel Records**

1. Members shall have the opportunity to sign documents that will be placed in their personnel file.
2. Employees have the right to include written 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 and by appointment, to review the contents of his/her personnel file, to receive copies of all documents contained therein at a charge of fifty cents for each copied page, and to have a representative of the Association accompany him or her during such review.

## **ARTICLE XIV**

### **MISCELLANEOUS PROVISIONS**

#### **A. Assault**

The District shall give full support, including legal assistance, for proceedings resulting from an 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 District will not pay any legal expenses prohibited by New Jersey Statute, nor will the District have any obligation to assist an administrator with any private law suit or remedy. This provision shall not prohibit a member from pursuing private remedies.

#### **B. Perfect Attendance Incentive**

Effective July 1, 2005 members of the unit shall be eligible for a \$500.00 incentive payment based upon perfect attendance from July 1 through June 30 of the prior year. Payment shall be made upon submission of a request and documentation of the perfect attendance record. Perfect attendance shall be defined as no absence from work during the eligible period except for valid Bereavement Leave and Jury Duty.

**ARTICLE XV  
TRAVEL AND PARKING**

A. Travel

Unit members shall be reimbursed for travel expenses incurred in the regular performance of their duties and shall select one of the reimbursement options indicated below no later than July 1 of each fiscal year.

Option 1        \$40     per month for Supervisor of Pupil Accounting and Student Information  
                     \$100    for all other unit members

Option 2        Current IRS rate available to all unit members

B.     The district shall implement procedures relating to the reimbursement process to allow expeditious distribution of reimbursement funds.

C.     The District may elect to provide use of vehicles to supervisors, in which case reimbursement shall not apply.

D.     Parking

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

## **ARTICLE XVI**

### **RETIREMENT ALLOWANCE**

Unit members who retire from employment for the purpose of retirement from the Public Employee's Retirement System (PERS) 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.
2. Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 240.
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.

**ARTICLE XVII  
INSURANCE BENEFITS**

A. Medical

1. Provisions of Coverage

Provisions of the Health-care insurance program shall be detailed in master policies and contracts agreed upon by the District and the Association and shall include coverage as determined by the New Jersey State Health Benefits Plan for full family coverage as follows:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expenses and therapy treatments.
- d. Maternity costs.
- e. Surgical costs.
- f. Major-medical coverage.
- g. Emergency room costs as provided by New Jersey State Health Benefits Program (Employees should use the emergency room for emergency purposes only).

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:

- \$100.00 per patient per contract year
- \$200.00 family maximum aggregate

4. The above deductibles shall not be applied to reimbursements for preventive and diagnostic services. The District will institute the Delta Dental Incentive I-B Plan.

- a) Maximum - \$750 per patient in any calendar year
- b) Orthodontics (applicable to eligible dependent children only)
- c) Co-payment 50/50
- d) Benefits subject to a \$750 per case maximum separate from the maximum in 4a

5. Exclusions – dependent children are not covered for prosthodontic benefits or for crowns, inlays and gold restorations.

C. Prescription Coverage

1. Provisions of Coverage

The District shall provide a full family coverage prescription plan with a \$5.00 generic/\$7.00 name brand co-pay per usage, for the term of this agreement.

2. Continuation of Plan

The prescription plan shall be the same as presently enjoyed, except for the change in one (1) above.

3. Maintenance Drug Program

The maintenance drug program shall continue for the duration of this agreement.

D. Optical Coverage

The District agrees to provide employee only (single), optical coverage, as detailed in Vision Service Plan (VSP) B - \$20 deductible coverage annually.

E. Additional Language

The District may change plans when 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.

E. Employee Contribution

The members of the unit shall contribute \$1,000 per annum toward the cost of hospital-medical insurance for family or member/spouse who are not district employees. This provision shall be effective when all other bargaining units adopt this or similar language.

## **ARTICLE XVIII**

### **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, as agreed; the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.
- D. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
- E. On the last working day of each month the District will submit to the Association treasurer a list of all employees who began their employment as listed in the board minutes. The list will include names, date of employment, assignment and other information permitted by law.

**ARTICLE XIX**

**SALARIES**

**A. Salaries**

The cost of living adjustments (COLA's) for the 2004/05, 2005/06 and 2006/2007 fiscal years for the employees represented by the Paterson Central Office Supervisory Association as indicated below are attached and are part of this Contract Agreement.

Sector Supervisors of Custodial & Maintenance (3)  
Supervisor of Pupil Accountability  
Coordinator of Student Attendance  
Supervisor of Warehouse & Supplies  
Supervisor of Security (2)  
Coordinator of Dental Clinic  
Supervisor of Accounts Payable  
District Title I – Parent Coordinator  
Supervisor of Reprographic Services

These job titles are also eligible for stipends as described in Article VII, B2 a, b. The stipends are in addition to the COLA's (cost of living adjustments) negotiated for the 2004-2007 work years.

B. Salary ranges for all employees hired for the following job titles prior to and as of July 1, 2001, shall be within the ranges listed below:

<b>Title (Base Salary)</b>	<b>Minimum</b>	<b>Maximum*</b>
Supervisor of Accounts payable	40,000	62,500
Sector Supervisor of Custodial/Maintenance	37,000	63,000
Coordinator Student Attendance/Special Investigations	50,000	89,000
District Title I – Parent Coordinator	50,000	89,000
Supervisor Central Storage/Supplies	45,000	67,500
Supervisor Dental Clinic	50,000	89,000
Supervisor Pupil Accountability	37,000	60,000
Supervisor of Security	40,000	67,000

\* In no event will the District exceed the base salary maximum until a new maximum is negotiated in the next negotiations cycle. Stipends and longevity may exceed base salary.

Supervisors appointed after July 1,2001:

<b>Title</b>	<b>Minimum</b>	<b>Maximum*</b>
Supervisor of Accounts payable	40,000	62,500
Sector Supervisor of Custodial/Maintenance	35,000	60,000
Coordinator Student Attendance/Special Investigations	40,000	70,000
District Title I – Parent Coordinator	40,000	60,000
Supervisor Central Storage/Supplies	40,000	60,000
Supervisor Dental Clinic	40,000	70,000
Supervisor Pupil Accountability	35,000	60,000
Supervisor of Security	40,000	70,000
Supervisor of Reprographic Services	40,000	70,000
Supervisor of Transportation	40,000	60,000

\* In no event will the District exceed the base salary maximum until a new maximum is negotiated in the next negotiations cycle. Stipends and longevity may exceed base salary.

C. Longevity Stipends

July 1, 2000 – June 30, 2001	No Longevity	
July 1, 2001 – June 30, 2002	Longevity	
	After 30 years service in Paterson Public Schools -	\$500.00
	After 20 years service in Paterson Public Schools -	\$500.00
July 1, 2002 – June 30, 2003	After 25 years service in Paterson Public Schools -	\$500.00

Longevity will be funded each year from the total monies available based upon the negotiated percentage multiplied by the total base salary available to the association.

Salary increases based upon the total base salary :\*\*

3 year contract:	2004 – 2005:	4.0%	based upon 2003-2004 base salary
	2005 – 2006:	4.0%	based upon 2004-2005 base salary
	2006 – 2007:	3.0%	based upon 2005-2006 base salary

All payments, stipends and allowances reduce the available monies for salary increases and are included in the percentage increase.

\*\* Base salary reduced by retirements.

## **ARTICLE XX**

### **DISTRICT RIGHTS**

The management of the school district and the direction of the professional staff including the right to plan, organize and control school operations, the right to hire, promote, suspend, or discharge members 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 exclusively 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 XXI**  
**TUITION REIMBURSEMENT AND BLACK SEAL LICENSE**

A. Training Benefits and Reimbursement

1. A member of the unit under contract to the Paterson School District who earns additional semester credits courses related to employment and job descriptions which are approved by the State District Superintendent of Schools will be reimbursed for tuition up at the William Paterson State College rate for no more than three courses (up to 9 credits) per fiscal year (July 1 – June 30) which may be pro rated based upon the percentage of time that the member spends in the Paterson School system in any one 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 employment as described in the current job description. The course must be taken at an accredited college or university.
3. The intent of this provision is reimburse tuition costs of graduate courses only in the areas cited above.
4. A “B” grade must be achieved in each course in order for the course to be reimbursed.
5. In the case of a graduate degree program, the individual college’s requirement for passing shall govern and if the member receives credit from the college, the costs of tuition, subject to the above limitations 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. Individuals may submit requests for courses given outside the colleges and universities; however, the total expended amount may not exceed \$1,200 per year. All approvals are subject to approvals by the member’s immediate supervisor.
8. Procedural guidelines for the submission of all reimbursement claims shall be established by the State District Superintendent of Schools.

**9. Black Seal License**

The District agrees to pay the cost of renewal of the Black Seal License.

**ARTICLE XXII  
ASSOCIATION PAYROLL DUES DEDUCTIONS**

The Board agrees to deduct from the salaries of its employees dues for the Paterson Central Office Supervisory Association. The Passaic County Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1069 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Paterson Central Office Supervisory Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate or its membership dues shall give the Board written notice prior to the effective date of such change.

The Board agrees to deduct from employees' salaries money for local, county, state, and/or national Association services and other programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies within five days of deductions, to such agencies. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate agency.

**ARTICLE XXIII  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2004, except as otherwise provided, and shall remain in full force and effect until June 30, 2007.

**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:

Office of Labor Relations  
Paterson Public School District  
33-35 Church Street  
Paterson, NJ 07505

and/or

Central Office Supervisory Association  
C/O NJEA  
Preakness Valley Office Park  
504 Valley Road  
Wayne, NJ 07470-3534

**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 seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2004

Central Office Supervisory Association

Paterson Public School District

\_\_\_\_\_  
Mr. Hector Santos  
President

\_\_\_\_\_  
Dr. Dennis Clancy  
Interim State District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Michael P. Krause  
Labor Relations Officer

\_\_\_\_\_  
Date