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**AGREEMENT**

**between**

**THE BOARD OF EDUCATION OF PASSAIC**

**and the**

**PASSAIC ADMINISTRATORS AND SUPERVISORS ASSOCIATION**

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PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the Board of Education of Passaic, in the County of Passaic, hereinafter referred to as the "Board", and the Passaic Administrators and Supervisors Association, hereinafter referred to as "PASA."

W I T N E S S E T H:

WHEREAS, the parties hereto have negotiated a successor agreement covering the period from September 1, 1988 through August 31, 1991, embodying all the terms and conditions set forth in a certain Memorandum of Agreement, dated June 15, 1989, entered into between the respective negotiating groups; and

WHEREAS, the aforementioned Memorandum of Agreement, together with the attached salary schedule covering the three (3) year period is intended to be incorporated herein and made a part of the Agreement:

NOW, THEREFORE, in consideration of mutual promises, terms and conditions hereinafter set forth, the parties mutually agree as follows:

## ARTICLE I

### RECOGNITION

- A. The Passaic Board of Education recognizes the Passaic Administrators and Supervisors Association as the exclusive representative for purposes of collective negotiations with the Board concerning the terms and conditions of employment for all full time administrators, directors, and supervisors employed by the Board for the term of the Agreement, excepting therefrom those position titles as listed below:

Superintendent of Schools

Assistant Superintendent of Schools

Administrative Assistant to the Superintendent

Secretary/Business Administrator

Supervisor of Building Services

Purchasing Agent and Assistant Secretary

- B1. The Passaic Board of Education hereby agrees to an Agency Shop for all employees covered by this Agreement.

The rate of deduction for all staff covered by this Agreement and not paying dues to the Passaic Administrators and Supervisors Association shall be 85% of the regular membership dues.

2. The payroll department shall assess all staff covered by this Agreement who are not on PASA membership rolls as of September 30 of each school year at the 85% rate. These deductions shall be in compliance with New Jersey State Statute.
3. The payroll department shall transmit Agency Shop assessments monthly to PASA on separate reporting forms.
4. At the time of initial hiring, each new employee shall be informed by the payroll department as to the existence of the Agency Shop. For new employees hired by September 1 of each school year, an election of dues deduction or Agency Shop assessments shall be made prior to September 30. For employees who are hired after September 1, an election of dues deductions or Agency Shop deductions shall be made during the first thirty (30) days of employment.
5. All deductions under the Agency Shop shall be in accordance with Ch. 477, P.L. of 1979.
6. PASA will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed the 85% of dues,

fees, and assessments that are expended for partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment or applied toward the cost of benefits available only to members of the majority representative.

7. The Passaic Board of Education is hereby held harmless for any litigation between PASA and its members and/or non-members as a result of Agency Shop administration.
  8. In compliance with Ch. 477, P.L. 1979, PASA has adopted the required Demand and Return System.
- C. PASA may use Board buildings for its meetings with the approval of the Superintendent.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. During negotiations, the Board and the PASA 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.
- B. Either party may, if it so 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 "Good Faith" 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 those involved may be free from assigned responsibilities. The agreement between parties shall be reduced to writing and signed by the representative of each party. The Agreement shall not be altered, amended,

modified or changed except in writing after mutual agreement of the parties and after ratification by the duly authorized parties and signed by the proper officers of the Board and the PASA, a copy of which executed writing shall be attached to the original agreement and become a part thereof.

- C. During the term of the agreement, should the Board desire to adopt a change in personnel policy which affects the terms and conditions of employment of PASA membership, the Board will notify the PASA in writing of such contemplated change. The PASA 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 an administrator or group of administrators.

#### 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. All grievances must be filed within sixty (60) days of the date of the cause of the grievance or within sixty (60) days of the time the Association or when the grievant reasonably should have become aware of the complaint exclusive of breaks in the school calendar. In the case of a grievance seeking monetary awards, the parties are limited to monetary adjustments for the school year in which the grievance is adjudicated. For the purpose of this Article, the term "school year" shall be September 1st of each contract year of the term September 1, 1988 to August 31, 1991.
  
2. All members of the bargaining unit are required to follow grievance procedure policies as published by the Association. No bargaining unit member may grieve or file a grievance without knowledge and approval of the Association. All grievances must be filed on the

official grievance form. If a grievance affects a group or class of administrators, the Association may process such grievances or grieve as a single grievant.

The Association may be required by the Board to produce individual grievants who may be affected by a class action grievance.

3. All grievances are to be filed at the lowest appropriate level. For the purpose of the Agreement, the lowest appropriate level shall be the level at which the grievance was created or the level which has the authority to resolve the grievance. The Association in concert with the Superintendent shall determine the level at which a grievance shall be filed. No grievance shall be filed directly into arbitration unless both parties mutually agree.

4. LEVEL ONE:

Should level one be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the immediate superior within five (5) calendar days of the date of the grievance form. In the event of dual superiors (i.e. a building principal and a supervisor

or director), the Association in concert with the Superintendent will determine which has the authority to resolve the grievance and submit the official grievance to the party with a courtesy photocopy to the other superior(s). The immediate superior shall return the grievance to the Association by U.S. Mail within five (5) calendar days of the receipt of the grievance.

5. LEVEL TWO:

Should level two be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the Superintendent of Schools within five (5) calendar days of the date of the grievance form, or if the grievance has passed through level one, it shall be presented to the Superintendent within five (5) calendar days of being returned to the Association. In either case, the Superintendent shall render his decision and return the grievance to the Association by U.S. Mail within seven (7) calendar days.

6. LEVEL THREE:

If the grievance is not resolved, to the satisfaction of the grievant at level two, or if no decision has

been rendered by the Superintendent within seven (7) calendar days of his receipt of the grievance, the grievance shall be scheduled for binding arbitration. Arbitration shall be conducted according to procedures D (1) or D (2) as outlined below.

D. 1. CONTRACT ARBITRATOR:

The parties agree that Jeffrey B. Tener shall be the permanent arbitrator for the duration of this Agreement. He shall operate in an expedited arbitration format under the rules of "Common Law of Arbitration" as outlined by the American Arbitration Association. Either party may bypass the contract arbitrator by notifying the other party of its intent to request the appointment of a formal PERC arbitrator within fifteen (15) calendar days of the date upon which the Superintendent lost jurisdiction of the grievance. The contract arbitrator will meet with the parties on the next-to-the-last working day of each school month during the life of this Agreement. These meetings will be held at the administration offices of the Passaic Board of Education at 9:00 a.m. of each arbitration date. Either party may cancel the arbitration date for that month due to lack of

grievances. The Association will be entitled to have present for these hearings its president and one other officer with no loss of pay or leave days. No individual grievants shall be shall be required to be present at these expedited hearings, unless requested by the Board.

2. PERC APPOINTED ARBITRATOR:

Either party may elect to select or recommend an arbitrator from the Public Employment Relations Commission. The following procedure will be used to secure the services of an arbitrator:

- (a) A Request will be made to the Public Employment Relations Commission 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 Public Employment Relations Commission to submit a second roster of names.
- (c) If the parties are unable to determine, within ten (10) school days of the initial request for

arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

3. RESTRICTIONS FOR A PERC ARBITRATOR:

- (a) 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.
- (b) Arbitration is limited to the interpretation of the written Agreement between the parties.
- (c) The arbitrator may not render a decision contrary to any decision of the Commissioner of Education of the State of New Jersey.
- (d) The findings of the arbitrator shall be binding on the parties.
- (e) Only the Board and the aggrieved and his representatives shall be given copies of the

arbitrator's report of findings. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings.

- (f) 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.

#### 4. COSTS

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



5. MISCELLANEOUS

- (a) During the processing of a grievance or after 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.
  
- (b) Forms for filing grievances, serving notice, 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.
  
- (c) 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. However, should circumstances necessitate hearings during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his representatives, if they should be employees of the Board.

## ARTICLE IV

### SICK LEAVE

- A. All employees covered by this Agreement shall be entitled to fifteen (15) sick days leave with pay per year; five (5) of which may be used for personal leave. Unused sick days may be accumulated by each employee during the period of his/her employment and be considered as cumulative. In the event that any employee is absent ten (10) times during any school year for illness, all successive absences will be taken from his accumulated sick leave, if any exists. If the employee has no sick days accumulated from past years, it will then be charged against current personal business days. Upon initial employment, sick leave entitlement during the initial employment year shall be prorated at the rate of 1-1/2 days per month for the period of actual time worked.
- B. Tenured members of PASA shall be paid by the Board during a period of extended illness not covered by sick leave.
- C. In that there are no substitutes hired during the absence of any members of PASA, deductions for the cost of substitutes are eliminated.

D. Upon retirement from the Passaic School District, a member of PASA shall receive from the Board the following financial consideration for having accumulated sick leave days:

For accumulated sick leave days	
1 through 100	=\$ 0 per day
For accumulated sick leave days	
101 through 150	=\$ 75.00 per day
For accumulated sick leave days 151+	=\$ 100.00 per day

with the following limits:

1988-89 school year	\$11,000.00
1989-90 school year	\$12,000.00
1990-91 school year	\$14,000.00

E. 1. The Board agrees to award each employee who has had perfect attendance each semester, \$150 per semester in 1988-89; \$175 per semester in 1989-90; and \$200 per semester in 1990-91.

This payment is to be made on the first day of the school year immediately following the year in which perfect attendance was earned.

A semester is defined as the period of time from the first day of school in September to January 31 of the next calendar year, and from February 1 to the last day of school.

2. The term perfect attendance means that the employee has been in attendance for the entire semester and that the employee has not used a sick day or a personal business day during that semester. Bereavement days, professional days, conventions, field trips and days spent on business for the Board shall not be counted as grounds for ineligibility.

## ARTICLE V

### EDUCATIONAL LEAVE

- A. Employees covered by this Agreement shall be eligible for educational leave after seven (7) years of employment in the Passaic School System at seventy-five (75%) percent of contract pay. Such leaves are to be for purposes of professional improvement. Request for educational 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. The number of employees who may avail themselves of this shall be limited to one (1) each year.
- B. Selection of those eligible employees making application will be done by the Superintendent. Selection will be based on the educational purposes including travel for which the employee is making application.
- C. Educational leaves 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 for educational leave at its sole discretion.
  - (b) To grant on seniority basis of service in the Passaic School System.
  - (c) To terminate the educational leave or any other leave of any employee who accepts gainful employment (living allowances will not be considered). Failure by any employee to comply with any of the regulations above shall be deemed neglect of duty and an act of insubordination.
  
2. The request for education leave must be in writing, submitted to the Superintendent of Schools 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 (2) year, unless prevented by illness or excused from such service by the Board of Education.
  
3. If the provisions of the educational leave authorization have been satisfactorily completed and approved by the Superintendent of Schools, the employee shall be entitled to his regular increment and any increase in the salary guide

for the period of such leave and such leave shall not be considered an interruption of continuous service in the Passaic School System.

4. Payment to a person covered by this Agreement while on educational leave shall be made in the same manner adopted by the Board in paying other supervisors, directors and administrators, but the amount of payment shall be at the rate of seventy-five (75%) percent of the salary scale amount to which that person would be entitled if he were not on educational leave but on full-time employment in his position in the Passaic School District. It is understood that persons on educational leave shall not be entitled to payment for graduate credit as specified in Article VI of this Agreement.
  
5. All rights inherent in the employee's original contract shall continue as heretofore except as above defined.

ARTICLE VI

PAYMENT FOR GRADUATE CREDIT AND ATTENDANCE

AT PROFESSIONAL CONFERENCES

- A. 1. The Board agrees to provide a budget account for persons included under this Agreement up to \$1,500.00 for full tuition payment of approved graduate courses, or for courses taken as part of programs approved by the Superintendent.
2. Applications by employees must be submitted in writing to the Superintendent of Schools prior to enrollment.
3. As a general rule, approval will be given to programs leading to a masters 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, not more than nine (9) credits may be taken in any one school year except for credits which may be taken during the summer, during which time the administrator is not assigned duties in the system.
4. The Board agrees that any portion of the budget amount of \$1,500.00 which remains unexpended or uncommitted at



the following school year, will be authorized for use in payment for approved graduate credits to be taken during said school year.

- B. The Board agrees to provide an annual budget account of \$5,000.00 for attendance by persons included under this Agreement at professional conferences at the Superintendent's discretion.

## ARTICLE VII

### ISSUANCE OF CONTRACTS

The Board agrees to notify employees hereunder of their assignments for September by no later than June 1, of each year of this contract. Contracts are to be issued by no later than June 30, showing exact salary, scale and step. In the event of changes of assignment subsequent to June 1, the reasons for each change will be discussed with each individual involved, by the Superintendent of Schools or his representative, as soon as possible after the need for such change is known or the action affecting such change is decided by the Superintendent. It is agreed that the employees involved may have PASA representation at the meeting at which changes of assignment are discussed with them. The aforesaid dates are to apply uniformly each and every year of this Agreement.

## ARTICLE VIII

### INSURANCE PROTECTION

- A. The Board agrees to pay premiums for each member of PASA under contract covered by this Agreement and his immediate family and dependents for Blue Cross-Blue Shield, Rider "J" and Major Medical under the New Jersey State Health Benefits Plan for the term of this Agreement.
  
- B. In order to obtain coverage of his immediate family and dependents each member of PASA must have a written application for this coverage on file with the Board Secretary/Business Administrator. PASA members who have not previously applied for such coverage must apply as specified in this Article, using insurance forms provided for this purpose by the Board.
  
- C. The Board agrees to pay premiums for each member covered under this Agreement and his/her immediate family for dental benefits through the life of this Agreement.

The specifications for this dental program are to be established by PASA and the carrier shall be selected by the employer with the assistance of PASA.

The liability to the employer shall not exceed \$39.88 monthly per employee during the life of this Agreement for this dental benefit.

- D. The Board agrees to pay premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents for a paid prescription drug plan. Effective September 1, 1988, there shall be a \$1,500.00 yearly benefit maximum per each employee and each dependent. Effective January 1, 1989, this plan shall require a minimum \$1.00 co-pay if a generic drug is utilized and a \$3.00 co-pay if a non-generic drug is utilized. The carrier of this plan shall be NATIONAL PRESCRIPTION ADMINISTRATORS. This plan shall be in effect throughout the life of this Agreement.

The specifications for this paid prescription plan are to be established by PASA. The carrier shall be selected by the Board with the assistance of PASA.

Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

- E. The Board agrees to pay premiums for each member covered under this Agreement and his/her immediate family for optical benefits throughout the life of this Agreement.

The specifications for this optical program are to be established by PASA and the carrier shall be selected by the employer with the assistance of PASA.

The liability to the employer shall not exceed \$11.95 monthly per employee during the life of this Agreement for this optical benefit.

- F. The Board agrees to pay premiums for each employee covered by this Agreement for a Long Term Disability program through Washington National.

The specifications for this program are to be established by PASA and Washington National.

The liability to the employer shall not exceed \$390.00 annually.

- G. The Board agrees to pay premiums for each employee covered by this Agreement and who was employed prior to September 1, 1985 and his/her spouse for Blue Cross-Blue Shield, Rider "J", and Major Medical under the New Jersey State Health Benefits Plan during the years of that employee's retirement under the provisions of P.L. 1964 C. 125 as amended by P.L.

1974 C. 88 Section 1 effective August 29, 1974 and P.L. 1979 C. 54 Section 1 effective March 27, 1979.

- H. The Board agrees to pay premiums for each employee covered by this Agreement and who was employed prior to September 1, 1985 and his/her spouse for Prescription Drug benefits as specified in Section D (above) during the years of that employee's retirement provided that said employee has 25 years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education, and retires subsequent to September 1, 1982.
- I. Effective September 1, 1983 the Board agrees to pay premiums for each employee covered by this Agreement and who was employed prior to September 1, 1985 and his/her spouse for Dental coverage benefits as specified in Section C (above) during the years of that employee's retirement provided that said employee has twenty-five (25) years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education, and retires subsequent to September 1, 1983.
- J. Effective September 1, 1984, the Board agrees to pay premiums for each employee covered by this Agreement and who was employed prior to September 1, 1985 and his/her spouse

for Optical Plan benefits as specified in Section E (above) during the years of that employee's retirement provided that said employee has twenty-five (25) years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education and retires subsequent to September 1, 1984.

K. Employees hired on or after September 1, 1985, shall be entitled to the same coverage provided in paragraphs G through H, above; provided, however, that they must have twenty-five (25) years of service in his or her pension fund at the time of his/her retirement and shall also have twenty-five (25) years of actual service in the Passaic School System.

L. The Board shall provide each member of PASA with a description of the Health Care Insurance coverages provided under this Article at the commencement of employment.

ARTICLE IX

LONGEVITY

- A. Effective September of each year the basic contract salary for persons covered by this Agreement who have completed ten (10) or more years continuous service in the Passaic School District shall be increased annually according to the following percentages of their appropriate guide and step.

	1988/89	1989/90	1990/91
Completion of 10 years or more	9.5%	9.5%	10.0%
Completion of 15 years or more	10.0%	10.0%	10.5%
Completion of 20 years or more	10.5%	10.5%	11.0%
Completion of 25 years or more	11.0%	11.0%	11.5%
Completion of 30 years or more	11.5%	11.5%	12.0%

The amount of longevity shall be computed according to the above formula and payable in equal monthly installments, September through June of each contract year.

- B. For purposes of this policy of longevity payment, leave authorized by the Board will be considered as maintenance of continuity of service provided the person granted such leave returns to service in accordance with the stipulations of such leave. However, the actual time on leave shall not be included in the calculation of the number of years of service for longevity payment eligibility.



## ARTICLE X

### WORKING CONDITIONS

All members of PASA shall be ten (10) month employees. For the purpose of this Agreement, every member of PASA shall be entitled to compensation for time served over and beyond the regular school year, based upon their regular salary rate (prorated). This additional time must first be approved by the Superintendent of Schools. It is specifically understood, however, that each administrator shall work, and that there shall be no additional compensation for such time served, during the five (5) working days after the last day of the year for teachers and for the five (5) working days prior to the opening of school for teachers. Any holidays occurring during the above ten (10) working day period shall not be considered "working days" for the above purposes; i.e., if a holiday falls within that period, PASA members shall work an additional day.

Effective September 1, 1989, the work day hours for Central Office Administrators will be 8:00 a.m. to 4:00 p.m.

All school building administrators are responsible for, and must be on duty to insure the efficient opening, operation and closing of the schools to which they are assigned.

## ARTICLE XI

### SUPERINTENDENT'S CABINET

- A. PASA shall select a five (5) member cabinet from among administrative and supervisory employees included hereunder, to meet with the Superintendent to discuss problems related to the operation of the school system, the proper discharge of supervisory responsibilities and other matters of mutual concern.
  
- B. Meetings will be held by prior arrangement with the Superintendent who will be chairman of each meeting.
  
- C. The Cabinet shall establish its own rules of procedure and shall provide for a rotating assistant chairman who shall be responsible for the arrangements for each meeting. The assistant chairman of each meeting will provide an agenda in advance of the meeting to each Cabinet member and the Superintendent. Items for the agenda may be suggested by any member of the Cabinet or the Superintendent. Minutes will be kept of each meeting. The Cabinet may make studies and prepare proposals and recommendations for Board consideration and decision.

ARTICLE XII

ADMINISTRATIVE SUPERVISORY SALARY SCHEDULE

1988-89, 1989-90, 1990-91

Attached

ARTICLE XIII

SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, or decisions of the Commissioner of Education, then such provision shall be void and unenforceable, otherwise, all other provisions of the Agreement shall continue in effect for the duration of this Agreement; and shall remain in effect until replaced by a successor agreement.

## ARTICLE XIV

### BOARD'S RIGHTS

- A. The Board reserves unto itself, sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign and retain employees in position in the school district and to suspend, demote, discharge or take other disciplinary action against employees, with just cause; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in

connection therewith, shall be limited only by the express terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Board in any of its rights, responsibilities and authority under N.J.S.A. 18A or any other national or state law or local ordinance.

ARTICLE XV

TRANSPORTATION STIPEND/REIMBURSEMENT

- A. In addition to all salaries and benefits enumerated herein, it is agreed that certain positions require the constant use of an individual's personal automobile and therefore those individuals are entitled to an extra stipend on an annual basis.\* This stipend shall be in the amount of \$750.00 and shall apply only to the following positions and shall be available only during the first year of this Agreement:

Director of Elementary Education  
Director of Special Education  
Director of Safety, Health, Physical Education and  
Athletics  
Director of Division of Pupil Personnel Services  
Director of Continuing Education and Career Learning  
Director of Food Services  
Coordinator of BSI/ECIA/T&R  
Assistant Coordinator of BSI/ECIA/T&R  
Coordinator of Bilingual Education  
Coordinator of Curriculum  
Supervisor of Elementary Instruction  
Supervisor of Music  
Supervisor of Nurses

\*This stipend shall be eliminated effective August 31, 1989.

- B. It is acknowledged by both parties that, in order for an employee to be eligible for said stipend, the employee must own and utilize their personal automobile for school-to-school and building-to-building travel on behalf

of the school district. Normal Board procedures shall be followed for the obtaining of such stipends in accordance with established policy (vouchers, etc.). Any administrator/supervisor who may otherwise be allowed to such stipend but who does not use their personal vehicle for said purposes, shall not be entitled to the stipend.

- C. Effective September 1, 1989 and in lieu of the annual stipend outlined in Paragraphs A & B above, employees who use their personal automobile for out-of-district authorized travel shall be entitled to reimbursement at the Internal Revenue Service approved rate of twenty-four cents (24¢) per mile.



ARTICLE XVI

DURATION

- A. The provision of this Agreement shall be effective as of September 1, 1988 and shall remain in full force and effect until August 31, 1991, subject to the right of the Board and PASA to negotiate for a successor contract as provided in the negotiations procedure herein.
- B. It is understood and agreed by the parties hereto that the provisions included in the booklet entitled "Personnel Policies-Rules and Regulations of the Passaic Board of Education" pertaining to personnel as revised and adopted July 10, 1967, and further revised 1977, shall remain in full force and effect except as agreed to in writing by both parties in this or any subsequent agreement.
- C. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents,

attested to by their respective secretaries, and their corporate seals affixed on the day and year first above written.

THE BOARD OF EDUCATION OF PASSAIC PASSAIC ADMINISTRATORS AND SUPERVISORS ASSOCIATION

By: \_\_\_\_\_  
Vincent Capuana, President

By: \_\_\_\_\_  
Louis A. Freda, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Samuel Jarquesy, Secretary

\_\_\_\_\_  
Celinda Barreto, Secretary

1650f

**LETTER OF UNDERSTANDING BETWEEN  
THE PASSAIC ADMINISTRATIVE  
AND SUPERVISORY ASSOCIATION AND  
THE PASSAIC BOARD OF EDUCATION**

WHEREAS, the parties hereto are signatories to a Collective Bargaining Agreement covering the school years 1988-1989, 1989-1990 and 1990-1991; and

WHEREAS, the parties hereto have reached an understanding that the Passaic Board of Education will pay the full premiums for dental, vision, prescription and disability insurance coverage for the duration of their Agreement; and

WHEREAS, the parties hereto have reached a further understanding that the rates for such insurance coverages shall be stated in the parties' Agreement in the form of maximum contributions made by the Passaic Board of Education; it is hereby

UNDERSTOOD AND AGREED that the rates for insurance coverage shall be as follows:

1. Dental (Article VIII(C)): September 1, 1988 through August 31, 1989 - \$36.04 per month; September 1, 1989 through August 31, 1990 - \$38.01 per month; September 1, 1990 through August 31, 1991 - \$39.88 per month.

2. Prescription (Article VIII(D)): January 1, 1989 through December 31, 1989 - \$28.25 per month. The rates for 1990 and 1991 are unknown at the time of the signing of this Letter of Understanding; however, it is acknowledged that the same coverage will be provided at the rates provided by the carrier; the rates shall be appended to this Letter of Understanding as they are made available.

3. Vision (Article VIII(E)): \$11.95 per month for the duration of the parties' Agreement.

4. Long and Short Term Disability (Article VIII (F)): Coverage through the Washington National Insurance Company at a cost not to exceed \$390.00 per year for the duration of the parties' Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED, that this Letter of Understanding shall be considered a material part of the parties' Collective Bargaining Agreement.

PASSAIC BOARD OF EDUCATION

Vincent Capuana  
VINCENT CAPUANA, President

Louis A. Freda  
LOUIS A. FREDA, President

Samuel Jarkesy  
SAMUEL JARKESY, Secretary

Celinda Barreto  
CELINDA BARRETO, Secretary

DATED: January 16, 1990

DATED: January 16, 1990

ADMINISTRATIVE - SUPERVISORY SALARY SCHEDULE - 1988-1989

Implementation of Administrative - Supervisory Schedule

1. Placement of present personnel shall be in accordance with years of experience in administration or supervision in Passaic.
2. Newly appointed administrators or supervisors shall be placed on the first step of the appropriate schedule or on the step carrying the salary figure next higher than the one he would have received in his previous position.
3. Promotions from one administrative or supervisory position to another shall be placed on the step in the new position which carries a salary in excess of one increment of the last position.
4. Ratios are based on Teacher's Schedule maximum for appropriate scale.
5. All "Director" and "Coordinator" titles have been changed to "Supervisor"; and all "Assistant Director"; and "Assistant Coordinator" titles have been changed to "Assistant Supervisor."

PASA SCHEDULE A - Supervisor of Fine Arts, Assistant Supervisor of Physical Education, Supervisor of Nurses

Ratio 1.01 to 1.20 = .03 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
Highest Teacher		\$38,131	\$39,006	\$39,959	\$41,535	\$43,112	\$45,300	\$46,125
1	1.010	\$38,512	\$39,396	\$40,359	\$41,950	\$43,543	\$45,753	\$46,586
2	1.020	38,894	39,786	40,758	42,366	43,974	46,206	47,048
3	1.050	40,038	40,956	41,957	43,612	45,268	47,565	48,431
4	1.080	41,181	42,126	43,156	44,858	46,561	48,924	49,815
5	1.110	42,325	43,297	44,354	46,104	47,854	50,283	51,199
6	1.140	43,469	44,467	45,553	47,350	49,148	51,642	52,582
7	1.170	44,613	45,637	46,752	48,596	50,441	53,001	53,966
8	1.200	45,757	46,807	47,951	49,842	51,734	54,360	55,350

PASA SCHEDULE B - Supervisor of Mathematics and Science, Assistant Supervisors of BSL, Assistant Supervisors of Bilingual Education, Assistant Supervisor of Special Services, Elementary School Assistant Principals, Supervisor of Reading, Language Arts and Social Studies

Ratio 1.03 to 1.275 = .035 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
1	1.030	\$39,275	\$40,176	\$41,158	\$42,781	\$44,405	\$46,659	\$47,509
2	1.065	40,610	41,541	42,556	44,235	45,914	48,244	49,123
3	1.100	41,944	42,907	43,955	45,689	47,423	49,830	50,738
4	1.135	43,279	44,272	45,353	47,142	48,932	51,416	52,352
5	1.170	44,613	45,637	46,752	48,596	50,441	53,001	53,966
6	1.205	45,948	47,002	48,151	50,050	51,950	54,586	55,581
7	1.240	47,282	48,367	49,549	51,503	53,459	56,172	57,195
8	1.275	48,617	49,733	50,948	52,957	54,968	57,757	58,809

PSAS SCHEDULE C - Elementary School Principals, High School Vice Principals, Supervisor of BSI/Testing and Research, Principal of the Adult Learning Center, Supervisor of Bilingual Education  
 Ratio 1.10 to 1.38 = .04 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
1	1.100	\$41,944	\$42,907	\$43,955	\$45,689	\$47,423	\$49,830	\$50,738
2	1.140	43,469	44,467	45,553	47,350	49,148	51,642	52,582
3	1.180	44,995	46,027	47,152	49,011	50,872	53,454	54,428
4	1.220	46,520	47,587	48,750	50,673	52,597	55,266	56,272
5	1.260	48,045	49,148	50,348	52,334	54,321	57,078	58,118
6	1.300	49,570	50,708	51,947	53,996	56,046	58,890	59,962
7	1.340	51,096	52,268	53,545	55,657	57,770	60,702	61,808
8	1.380	52,621	53,828	55,143	57,318	59,495	62,514	63,652

PSAS SCHEDULE D - Supervisor of Safety, Health, Physical Education and Athletics, Supervisor of Special Services, Supervisor of Continuing Education and Career Learning, Supervisor of Special Education, Supervisor of Food Services, Supervisor of Curriculum  
 Ratio 1.17 to 1.485 = .045 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
1	1.170	\$44,613	\$45,637	\$46,752	\$48,596	\$50,441	\$53,001	\$53,966
2	1.215	46,329	47,392	48,550	50,465	52,381	55,040	56,042
3	1.260	48,045	49,148	50,348	52,334	54,321	57,078	58,118
4	1.305	49,761	50,903	52,146	54,203	56,261	59,116	60,193
5	1.350	51,477	52,658	53,945	56,072	58,201	61,155	62,269
6	1.395	53,193	54,413	55,743	57,941	60,141	63,194	64,344
7	1.440	54,909	56,169	57,541	59,810	62,081	65,232	66,420
8	1.485	56,625	57,924	59,339	61,679	64,021	67,270	68,496

PASA SCHEDULE E - High School Principal.  
 Ratio 1.24 to 1.59 = .05 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
1	1.240	\$47,282	\$48,367	\$49,549	\$51,503	\$53,459	\$56,172	\$57,195
2	1.290	49,189	50,318	51,547	53,580	55,614	58,437	59,501
3	1.340	51,096	52,268	53,545	55,657	57,770	60,702	61,808
4	1.390	53,002	54,218	55,543	57,734	59,926	62,967	64,114
5	1.440	54,909	56,169	57,541	59,810	62,081	65,232	66,420
6	1.490	56,815	58,119	59,539	61,887	64,237	67,497	68,726
7	1.540	58,722	60,069	61,537	63,964	66,392	69,762	71,032
8	1.590	60,628	62,020	63,535	66,041	68,548	72,027	73,339

ADMINISTRATIVE - SUPERVISORY SALARY SCHEDULE - 1989-1990

Implementation of Administrative-Supervisory Schedule

1. Placement of present personnel shall be in accordance with years of experience in administration or supervision in Passaic.
2. Newly appointed administrators or supervisors shall be placed on the first step of the appropriate schedule or on the step carrying the salary figure next higher than the one he would have received in his previous position.
3. Promotions from one administrative or supervisory position to another shall be placed on the step in the new position which carries a salary in excess of one increment of the last position.
4. Ratios are based on Teacher's Schedule maximum for appropriate scale.

PASA SCHEDULE A - Supervisor of Fine Arts, Assistant Supervisor of Physical Education, Supervisor of Nurses

Ratio 1.01 to 1.20 = .03 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
[Highest teacher		\$41,670	\$42,626	\$43,667	\$45,389	\$47,112	\$49,503	\$50,404]
1	1.010	\$42,087	\$43,052	\$44,104	\$45,843	\$47,583	\$49,998	\$50,908
2	1.020	42,503	43,479	44,540	46,297	48,054	50,493	51,412
3	1.050	43,754	44,757	45,850	47,658	49,468	51,978	52,924
4	1.080	45,004	46,036	47,160	49,020	50,881	53,463	54,436
5	1.110	46,254	47,315	48,470	50,382	52,294	54,948	55,948
6	1.140	47,504	48,594	49,780	51,743	53,708	56,433	57,461
7	1.170	48,754	49,872	51,090	53,105	55,121	57,919	58,973
8	1.200	50,004	51,151	52,400	54,467	56,534	59,404	60,485

PASA SCHEDULE B - Supervisor of Mathematics and Science, Assistant Supervisor of BSI, Assistant Supervisor of Bilingual Education, Assistant Supervisor of Special Services, Elementary School Assistant Principals, Supervisor of Reading, Language Arts and Social Studies

Ratio 1.03 to 1.275 = .035 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
1	1.030	\$42,920	\$43,905	\$44,977	\$46,751	\$48,525	\$50,988	\$51,916
2	1.065	44,379	45,397	46,505	48,339	50,174	52,721	53,680
3	1.100	45,837	46,889	48,034	49,928	51,823	54,453	55,444
4	1.135	47,295	48,381	49,562	51,517	53,472	56,186	57,209
5	1.170	48,754	49,872	51,090	53,105	55,121	57,919	58,973
6	1.205	50,212	51,364	52,619	54,694	56,770	59,651	60,737
7	1.240	51,671	52,856	54,147	56,282	58,419	61,384	62,501
8	1.275	53,129	54,348	55,675	57,871	60,068	63,116	64,265

PASA SCHEDULE C - Elementary School Principals, High School Vice Principals, Supervisor of BSI/Testing and Research, Principal of the Adult Learning Center, Supervisor of Bilingual Education

Ratio 1.10 to 1.38 = .04 annual increment.

Step	Ratio	Scale 2	Scale 2a	Scale 2b	Scale 3	Scale 3a	Scale 4	Scale 4a
		B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	Dual MA or MA+45
1	1.100	\$45,837	\$46,889	\$48,034	\$49,928	\$51,823	\$54,453	\$55,444
2	1.140	47,504	48,594	49,780	51,743	53,708	56,433	57,461
3	1.180	49,171	50,299	51,527	53,559	55,592	58,414	59,477
4	1.220	50,837	52,004	53,274	55,375	57,477	60,394	61,493
5	1.260	52,504	53,709	55,020	57,190	59,361	62,374	63,509
6	1.300	54,171	55,414	56,767	59,006	61,246	64,354	65,525
7	1.340	55,838	57,119	58,514	60,821	63,130	66,334	67,541
8	1.380	57,505	58,824	60,260	62,637	65,015	68,314	69,558

PASA SCHEDULE D - Supervisor of Safety, Health, Physical Education and Athletics, Supervisor of Special Services, Supervisor of Continuing Education and Career Learning, Supervisor of Special Education, Supervisor of Food Services, Supervisor of Curriculum

Ratio 1.17 to 1.485 = .045 annual increment.

Step	Ratio	Scale 2	Scale 2a	Scale 2b	Scale 3	Scale 3a	Scale 4	Scale 4a
		B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	Dual MA or MA+45
1	1.170	\$48,754	\$49,872	\$51,090	\$53,105	\$55,121	\$57,919	\$58,973
2	1.215	50,629	51,791	53,055	55,148	57,241	60,146	61,241
3	1.260	52,504	53,709	55,020	57,190	59,361	62,374	63,509
4	1.305	54,379	55,627	56,985	59,233	61,481	64,601	65,777
5	1.350	56,255	57,545	58,950	61,275	63,601	66,829	68,045
6	1.395	58,130	59,463	60,915	63,318	65,721	69,057	70,314
7	1.440	60,005	61,381	62,880	65,360	67,841	71,284	72,582
8	1.485	61,880	63,300	64,845	67,403	69,961	73,512	74,850

PASA SCHEDULE E - High School Principal.

Ratio 1.24 to 1.59 = .05 annual increment.

Step	Ratio	Scale 2	Scale 2a	Scale 2b	Scale 3	Scale 3a	Scale 4	Scale 4a
		B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	Dual MA or MA+45
1	1.240	\$51,671	\$52,856	\$54,147	\$56,282	\$58,419	\$61,384	\$62,501
2	1.290	53,754	54,988	56,330	58,552	60,774	63,859	65,021
3	1.340	55,838	57,119	58,514	60,821	63,130	66,334	67,541
4	1.390	57,921	59,250	60,697	63,091	65,486	68,809	70,062
5	1.440	60,005	61,381	62,880	65,360	67,841	71,284	72,582
6	1.490	62,088	63,513	65,064	67,630	70,197	73,759	75,102
7	1.540	64,172	65,644	67,247	69,899	72,552	76,235	77,622
8	1.590	66,255	67,775	69,431	72,169	74,908	78,710	80,142



ADMINISTRATIVE - SUPERVISORY SALARY SCHEDULE - 1990-1991

Implementation of Administrative-Supervisory Schedule

1. Placement of present personnel shall be in accordance with years of experience in administration or supervision in Passaic.
2. Newly appointed administrators or supervisors shall be placed on the first step of the appropriate schedule or on the step carrying the salary figure next higher than the one he would have received in his previous position.
3. Promotions from one administrative or supervisory position to another shall be placed on the step in the new position which carries a salary in excess of one increment of the last position.
4. Ratios are based on Teacher's Schedule maximum for appropriate scale.

PASA SCHEDULE A - Supervisor of Fine Arts, Assistant Supervisor of Physical Education, Supervisor of Nurses

Ratio 1.01 to 1.20 = .03 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
[Highest teacher		\$45,155	\$46,191	\$47,319	\$49,185	\$51,052	\$53,643	\$54,620]
1	1.010	\$45,607	\$46,653	\$47,792	\$49,677	\$51,563	\$54,179	\$55,166
2	1.020	46,058	47,115	48,265	50,169	52,073	54,716	55,712
3	1.050	47,413	48,501	49,685	51,644	53,605	56,325	57,351
4	1.080	48,767	49,886	51,105	53,120	55,136	57,934	58,990
5	1.110	50,122	51,272	52,524	54,595	56,668	59,544	60,628
6	1.140	51,477	52,658	53,944	56,071	58,199	61,153	62,267
7	1.170	52,831	54,043	55,363	57,546	59,731	62,762	63,905
8	1.200	54,186	55,429	56,783	59,022	61,262	64,372	65,544

PASA SCHEDULE B - Supervisor of Mathematics and Science, Assistant Supervisor of BSI, Assistant Supervisor of Bilingual Education, Assistant Supervisor of Special Services, Elementary School Assistant Principals, Supervisor of Reading, Language Arts and Social Studies

Ratio 1.03 to 1.275 = .035 annual increment.

Step	Ratio	Scale 2 B.A.	Scale 2a B.A.+15	Scale 2b B.A.+30	Scale 3 M.A.	Scale 3a M.A.+15	Scale 4 M.A.+30	Scale 4a Dual MA or MA+45
1	1.030	\$46,510	\$47,577	\$48,739	\$50,661	\$52,584	\$55,252	\$55,259
2	1.065	48,090	49,193	50,395	52,382	54,370	57,130	58,170
3	1.100	49,671	50,810	52,051	54,104	56,157	59,007	60,082
4	1.135	51,251	52,427	53,707	55,825	57,944	60,885	61,994
5	1.170	52,831	54,043	55,363	57,546	59,731	62,762	63,905
6	1.205	54,412	55,660	57,019	59,268	61,518	64,640	65,817
7	1.240	55,992	57,277	58,676	60,989	63,304	66,517	67,729
8	1.275	57,573	58,894	60,332	62,711	65,091	68,395	69,640