

AGREEMENT

EAST RUTHERFORD BOARD OF EDUCATION

With

EAST RUTHERFORD EDUCATION ASSOCIATION

2012-2013

2013-2014

2014-2015

## TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS .....	i, ii, iii
PREAMBLE.....	1
<u>PART I</u> – GENERAL PROVISIONS .....	1
ARTICLE I RECOGNITION & DEFINITIONS.....	1
ARTICLE II NEGOTIATION PROCEDURE.....	2
ARTICLE III GRIEVANCE PROCEDURE .....	2
A. Definitions.....	2
B. Procedure.....	3
ARTICLE IV EMPLOYEE RIGHTS .....	6
ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES .....	7
ARTICLE VI SALARIES.....	7
ARTICLE VII ONE SESSION DAYS.....	8
ARTICLE VIII TEMPORARY LEAVE OF ABSENCE.....	8
ARTICLE IX EXTENDED LEAVES OF ABSENCE.....	9
ARTICLE X INSURANCE .....	10
ARTICLE XI MISCELLANEOUS PROVISIONS .....	11
ARTICLE XII REPRESENTATION FEE.....	12
A. Purpose of Fee.....	12
B. Amount of Fee.....	13
C. Deduction and Transmission of Fee .....	13
D. Termination of Employment .....	13
E. Procedure .....	13
F. Indemnification and Save Harmless Provision Liability .....	13

ARTICLE XIII	
DURATION OF AGREEMENT .....	14
<u>PART II</u> – TEACHER PROVISIONS .....	15
ARTICLE XIV	
TEACHER EMPLOYMENT .....	15
ARTICLE XV	
LONGEVITY .....	17
ARTICLE XVI	
SICK LEAVE REIMBURSEMENT .....	17
ARTICLE XVII	
PROMOTIONS .....	17
ARTICLE XVIII	
GRADUATE CREDITS .....	18
<u>PART III</u> – SCA PROVISIONS .....	20
ARTICLE XIX	
SENIORITY AND REDUCTION IN FORCE CLAUSE .....	20
ARTICLE XX	
WORK YEAR, HOURS, HOLIDAYS & VACATION .....	20
A. Work Year .....	20
B. Holidays .....	20
C. Work Hours .....	21
D. Unused Snow days .....	22
E. Summer Hours .....	22
F. Back to School Night .....	22
G. Vacations .....	22
H. Professional Days .....	23
ARTICLE XXI	
LONGEVITY .....	24
ARTICLE XXII	
SICK LEAVE REIMBURSEMENT .....	24
ARTICLE XXIII	
COVERAGE FOR OTHER EMPLOYEES (AIDES) .....	24
ARTICLE XXIV	
OVERTIME .....	24
ARTICLE XXV	
AIDE GUIDE PLACEMENT .....	25
ARTICLE XXVI	
PROMOTIONS .....	25

**APPENDICES**

APPENDIX "A"  
TEACHERS SALARY GUIDES

APPENDIX "B"  
SUPPLEMENTAL CONTRACTS

APPENDIX "C"  
SECRETARIES SALARY GUIDES

APPENDIX "D"  
AIDES SALARY GUIDES

PREAMBLE

This Agreement entered into as of September 1, 2012, by and between the Board of Education of East Rutherford, County of Bergen, New Jersey, hereinafter called the "Board" and the East Rutherford Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of Employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

In consideration of the following mutual covenants IT IS HEREBY AGREED as follows:

**PART I – GENERAL PROVISIONS**

ARTICLE I

RECOGNITION & DEFINITIONS

A. The Board hereby recognizes the Association as exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all personnel recognized by this Agreement, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including: Teachers and SCAs, as defined below, but excluding the Chief School Administrator, Principals, confidential employees, custodial and maintenance personnel and bus drivers.

B. Unless otherwise indicated, the term "Employee" shall refer to all professional employees represented by the Association in the negotiating unit as set forth in Article I.A.

C. The term "Teacher" shall mean certified personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including classroom teachers, coaches, extra/co-curricular advisors, coordinators, nurses, guidance counselors and librarians.

D. The Term "SCA" shall mean secretaries, clerks and teacher aides, whether under contract, part-time or full-time, on leave, on a per diem basis, employed or to be employed by the Board.

E. Prior to September 30 of each year, or at least thirty (30) days prior to the Association's rights to negotiate a successor Agreement as provided in Article II hereof, the Association will submit proof to the Board that it is still the majority representative of the negotiating unit as defined above.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974.

B. Negotiations will begin not later than December 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires. In the event either party desires a change in the current Agreement, notice should be given to the other party by Certified Mail, return receipt requested, to be received not later than December 1<sup>st</sup>, setting forth which Articles are to be negotiated, it being understood that every Article to be so negotiated must be specifically set forth in said notice. If such notice is not received by the other party by December 1<sup>st</sup> as aforesaid, the terms and conditions of this Agreement will continue for a full year following its expiration date.

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

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. The term "grievance" means any alleged violation of a term or condition of employment and/or an inequitable, improper or unjust application, interpretation or violation of a policy, Agreement, or administrative decision affecting said Employee or Employees. See Article 1.A.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instance:

The failure or refusal of the Board or Chief School Administrator to renew a contract of a non-tenured Employee.

3. The term "representative" shall include any organization, agency or person authorized or designated by any Employee or any group of Employees, or by a public employees' association, or by the Board to act on its or their behalf and to represent it or them.

4. The term "immediate superior" shall mean the person to whom the aggrieved Employee is directly responsible under the Table of Organization prevailing in this school district.

5. The term "party" means an aggrieved Employee, his/her immediate superior, the school principal, or any staff member below the Chief School Administrator who may be affected by the determination of the Chief School Administrator in connection with the procedure herein established.

6. The term "day" shall mean a regularly scheduled day when school is actually in session.

B. Procedure

1. Any aggrieved Employee shall institute action under the provisions hereof within thirty (30) days of the occurrence complained of or within thirty (30) days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An Employee or his/her representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal. The aggrieved person and/or his/her representative shall have access to all written records within his/her own personnel folder in the presence of an administrator within 48 hours of the request.

3. In the presentation of a grievance the Employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the Employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. The aggrieved party shall file a written grievance with the school principal where the grievance originated. A hearing shall be scheduled by aggrieved party's immediate superior within 15 days following the receipt of written grievance. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and participate in said hearing. A decision shall be rendered within ten (10) days of hearing.

6. If the grievance is not resolved or a decision rendered to the Employee's satisfaction within ten (10) days from the determination referred to in Paragraph 5 above, the Employee shall submit his/her grievance to the Chief School Administrator, in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his/her dissatisfaction with the determination;
- d. All dates (date of occurrence, date of filing, date of prior decision, date of appeal, etc.)
- e. Identification of the specific provision(s) of the Agreement, specific Board Policy, and/or specific administrative decision involved; and

f. The remedy sought by the grievant(s).

If the grievance is not submitted to the Chief School Administrator within ten (10) days, the matter will automatically be considered resolved.

7. A copy of the written documents called for in Paragraph 6 above shall be furnished to the school principal and to the immediate superior of the aggrieved Employee.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Chief School Administrator shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Chief School Administrator shall, in writing, advise the Employee and his/her representative, if there is one, of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved Employee.

10. In the event of the failure of the Chief School Administrator to act in accordance with the provisions of Paragraphs 8 and 9, or in the event a determination by the Chief School Administrator in accordance with the provisions thereof is deemed unsatisfactory, within ten (10) days of the failure of the Chief School Administrator to act or within ten (10) days of the determination by him/her, the aggrieved Employee may appeal to the Board.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in Paragraphs 6 and 9, and a further statement in writing, setting forth the appellant's dissatisfaction with the Chief School Administrator's action. A copy of said statement shall be furnished to the Chief School Administrator.

12. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held on a date and at a time agreed upon by both parties. Said hearing must be held within thirty (30) days following receipt of appellant's written request.

13. The Board shall make a determination within thirty (30) days from the date of said hearing or meeting regarding the grievance and shall, in writing, notify the Employee, his/her representative, if there is one, the principal, and the Chief School Administrator of its determination. This time period may be extended by mutual Agreement of the parties.

14. In the event an Employee is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974. A request for advisory arbitration shall be made no later than fifteen (15)



days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved Employee and the Board shall mutually agree upon a longer period within which to assert such a demand. In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear his/her own costs.

15. In the event a grievance should be filed by any Employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Chief School Administrator, and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case where a grievance is based upon the direct order, ruling or determination of the Chief School Administrator, the aggrieved Employee shall file a written grievance with the Chief School Administrator, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. All dates (date of occurrence, date of filing, etc.)
- d. Identification of the specific provision(s) of the Agreement, specific Board Policy, and/or specific administrative decision involved; and
- e. The remedy sought by the grievant(s).

If the grievance is not submitted to the Chief School Administrator within ten (10) days, the matter will automatically be considered resolved.

17. Upon the receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraph 8.

18. All Employees shall be entitled to resort to the full procedure herein above set forth.

19. When an aggrieved party is not represented by the Association, the Association President or Vice President shall have the right to be present and to state the Association's views at all stages of the grievance procedure.

20. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement. In the event a grievance is filed at such time that it cannot be processed through all of the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

## ARTICLE IV

### EMPLOYEE RIGHTS

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

B. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every Employee 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 their mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. Whenever any Employee is required to appear before the Chief School Administrator, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that Employee in his/her office, position or employment or the salary or any increments pertaining thereto, then said Employee shall be given prior written notice of the reasons for such meeting, or interview, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. Teachers shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the East Rutherford School District based upon his/her professional judgment of available school criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without consultation with the Teacher.

E. Criticism of Employees: It is the desire of the Board that any reprimand of an Employee staff member not be done at public gatherings.

F. The Board shall provide each new Employee all information necessary for employment, including available health insurance and a copy of the proposed contract Agreement within the first five (5) working days.



ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives may use school buildings at all reasonable hours for meetings, provided (1) the principal of the building in question has been notified in advance of the time and place of all such meetings, and (2) the principal has approved the use of the school building.

B. The Association may use school facilities and equipment including typewriter, computers (excepting those with access to confidential documents or information), mimeographing machines, other duplicating equipment, calculating machines, at reasonable times, when such equipment is not otherwise in use. However, the prior approval of the principal or his/her designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.

C. The Association may have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the prior approval of the Chief School Administrator.

D. The President of the Association shall be allowed one (1) free period a week in which to conduct official Association business in addition to ARTICLE XIV, Section D through I.

E. The Board shall provide 45 minutes of released time (two times a year) on orientation and closing day for general membership meetings of the Association.

ARTICLE VI

SALARIES

A. The salaries of all Employees are set forth in Appendices A, B, C, and D, which are incorporated herein by reference.

B. Each Teacher may be placed on any step of the salary schedule, limited only by the following:

1. Up to four (4) years of military service shall be recognized as equivalent years of service on the guide.

2. A Teacher new to the East Rutherford School District shall not be employed at a salary larger than any presently employed teacher having the same experience and degree level, based on a college transcript.

C. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Twelve (12) month Employees shall be paid in twenty four (24) equal semi-monthly installments. Any changes to payroll deductions shall be made in writing to the Board Secretary.

D. Employees may, individually, elect to have any amount of their monthly salary deducted from their pay. These funds shall be deposited in the South Bergen Federal Credit Union, 60 Morris Avenue, Garfield, New Jersey. Changes will be allowed the week prior to the school year.

E. The Board shall provide direct deposit for each Employee.

F. Teachers shall be paid at the rate of \$45.00 per hour for home instruction or tutoring.

G. The Board reserves the right to withhold any increment in accordance with Title 18A:29-4.

H. The salaries or compensation for any Employees working from July 1, 2012 through August 31, 2012, shall be controlled by the salaries and compensation set forth in the Agreement between the Association and Board, dated September 1, 2009 (the 2009-2012 collective negotiations agreement). The salaries and compensation set forth herein shall be effective September 1, 2012.

## ARTICLE VII

### ONE SESSION DAYS

There will be three (3) one session days, which shall be the day before the Holiday Recess, the day before the Spring Recess, and the day before Thanksgiving.

## ARTICLE VIII

### TEMPORARY LEAVE OF ABSENCE

Employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

A. Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during the school hours. Prior approval of the Employee's Principal or immediate supervisor is required prior to taking such leave, and application to the Employee's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of an emergency). Personal days for

Teachers shall not be used contiguous to periods where schools are closed more than four (4) consecutive calendar days including weekends.

B. Unused personal days will be credited to the Employee's accrued sick leave.

C. Up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of State and National affiliated organizations without compensation.

D. Up to five (5) days at any one time in the event of death of a Employee's spouse, child, parent, grandparent, brother or sister; up to three (3) days at any one time in the event of death of an Employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parents, or grandchildren.

E. Employees shall be granted one (1) day in the event of death of an Employee's relative outside the Employee's immediate family as defined above.

F. In the event of the death of an Employee or student in the East Rutherford School District, the principal or immediate supervisor of said Employee or student shall grant to an appropriate number of Employees sufficient time off to attend the funeral.

G. Bereavement leave as defined in Paragraphs D & E above shall be taken within two calendar weeks of the death except one day may be preserved for use at a subsequent memorial, cremation or internment ceremony.

H. Up to a total of five (5) days at the end of a school year and/or at the beginning of a school year, as may be required, to attend summer school classes and/or to travel to the place where such classes are to be held, at the discretion of the Board.

I. Other leaves of absence with pay may be granted by the Board for good reason.

J. Leaves taken pursuant to Section I above shall be in addition to any sick leave to which the Employee is entitled.

K. Employees who work twelve (12) months shall be entitled to twelve (12) sick days per year which shall be cumulative. All other categories shall be entitled to ten (10) sick days as allowed by law.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

A. Leaves of absence with or without pay may be granted by the Board for good reason and must be applied for in writing.

B. All benefits to which any Employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

C. All extensions or renewals of leaves shall be applied for in writing prior to March 15<sup>th</sup>, and if approved, granted in writing within thirty (30) days thereafter.

D. When absence due to prolonged illness or injury exceeds the annual sick leave and the accumulated sick leave in any school year, the Board of Education shall pay any such person each day's salary less the compensation of a substitute for such time as may be determined by the Board of Education's discretion in each individual case during that school year. Verification of such illness or injury by the Employee's doctor shall be submitted by the Employee. A day's salary is defined as follows:

12 month Employee - 1/240 of the annual salary.

10 month Employee - 1/200 of the annual salary.

E. A leave of absence without pay for up to six (6) months shall be granted for the purpose of caring for a sick member of the Employee's immediate family. Immediate family shall be defined as the Employee's spouse, child, son-in-law, parent, father-in-law, mother-in-law, daughter-in-law, brother or sister. Up to six (6) months shall be granted as a single block of time and shall not be used in part. Each Employee shall be eligible to request said leave no more than once in any five (5) year period and sick leave shall be defined as prolonged and catastrophic in nature. No more than two (2) Teachers and no more than two (2) SCAs shall be given this leave at any one time.

## ARTICLE X

### INSURANCE

A. The Board shall provide health-care insurance protection for each Employee and, in cases where appropriate, for family plan coverage. Each Employee receiving health insurance coverage shall contribute, through payroll deductions, the amounts required by P.L. 2011, c. 78 for the cost of the insurance premiums.

B. For each Employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>. When necessary, premiums on behalf of the Employee shall be made to assure uninterrupted participation and coverage.

C. All existing Employees, who have been employed by the Board for three years, are eligible for enrollment in the "Direct 10" plan provided by the School Employees' Health Benefits Program of New Jersey.

D. All new Employees will be enrolled in a plan equivalent to "Direct 15" Plan provided by the School Employees' Health Benefits Program of New Jersey. After three years of employment with the Board, the new Employee may enroll in a plan equivalent to Direct 10 Plan.

E. A financial incentive of 25% of the premium, or \$5,000 whichever is less, will be paid to an employee who is able to waive health benefits coverage because he or she is eligible for other health care coverage that is not under the State Health Benefits Program or School Employees Health Benefits Plan. Said financial incentive shall be calculated based on the Direct 10 plan. Opt-out will be qualified under IRS Code section 125, to be paid as a stipend at the end of each school year. The Employee could re- enter the program at any time with a "change of life" event, such as a spouse's loss of coverage, death, divorce, etc., as per IRS Code section 125, and would receive pro-rated "opt out" at the school year end. Employees must elect to opt out during the open enrollment period every year.

F. Up to the annual maximum premium cap set forth herein, the Board shall pay the full premium for each Employee, and in cases where appropriate, for family plan coverage for dental benefits as defined by Delta Plan of New Jersey, Inc. (Program II-Delta Dental Plan, 80/20 UCR). Starting with the 2008-2009 school year, the annual maximum premium for any individual, spouse or family plan shall be \$2,000.

G. The Board shall pay the full premium for an optical plan, entitled National Vision Administrators, for each Employee and his/her family.

H. The Board shall provide to each Employee, each year, a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage listed above not later than the beginning of the school year said coverage begins.

I. If the Board changes carriers, the benefits of the new carrier shall be equal to the existing plan.

J. To be eligible for health, vision and dental benefits, except for teacher aides, Employees must be assigned to work more than 26 hours per week. Aides must be assigned to work more than 25 hours per week to be eligible for health, vision and dental benefits.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

A. This Agreement shall be binding for the term of said Agreement.

B. If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or

application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by certified mail, return receipt requested, at the following addresses:

1. If by the Association to the Board:  
East Rutherford Board of Education  
Uhland and Grove Streets  
East Rutherford, NJ 07073

2. If by the Board to the Association:  
East Rutherford Education Association  
Uhland and Grove Streets  
East Rutherford, New Jersey 07073

E. Upon being notified in writing by an Employee who is retiring or vacating a position for any reason, the Chief School Administrator shall within the thirty (30) days after officially notifying the Board, post the vacancy, in all district schools and a copy sent to the Association president. Applications must be made within ten (10) days after the posting of the position. Final assignment of a position shall be made by the Chief School Administrator with the approval of the Board.

F. Standardized tests used at the direction of the Board or the administration shall be machined scored.

G. Copies of the current Agreement shall be printed by the Board of Education and one copy each to be provided to all concerned parties (teachers, secretaries and aides now employed, the Association, Board Office, Board members, Chief School Administrator's office, and Chief School Administrator. The Agreement is to be printed on 8.5 x 11-inch paper. A disk containing the document will be provided to the Association.

H. The Chief School Administrator in accordance with the procedure outlined in Articles XVII and XXVI shall adequately publicize all vacancies in non-promotional positions.

I. A telephone extension will be available to Employees in each school, placed in such a way as to provide privacy for calls to parents or other school business.



J. Upon approval by the Board, any Employee's request for resignation or retirement shall become binding.

## ARTICLE XII

### REPRESENTATION FEE

#### A. Purpose of Fee

If an Employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

#### B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board Office in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

#### C. Deduction and Transmission of Fee

1. The Board agrees to deduct from the salary of any Employee who is not a member of the Association for the current membership year the full amount of the representative fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

2. The Board agrees to deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each Employee during the remainder of the membership year in question. The deduction will begin thirty (30) days after the Employee begins his/her employment in a bargaining unit position.

#### D. Termination of Employment

If an Employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

E. Procedure

Except as otherwise provided in this Article, the procedure for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Indemnification and Save Harmless Provision Liability

1. The Association shall indemnify and hold the Board, its Employees, agents and representatives harmless against any and all claims, demands, lawsuits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision, provided that:

(a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012, and shall continue until June 30, 2015. This Agreement shall continue in effect from year to year unless notice is received as set forth in Article II hereof.

## PART II – TEACHER PROVISIONS

### ARTICLE XIV

#### TEACHER EMPLOYMENT

A. Previously accumulated unused and unpaid sick leave will be restored to all returning Teachers.

B. Teachers shall be notified of their contract and salary status for the ensuing year as per N.J.S.A. 18A:27-10.

C. It is incumbent upon every Teacher to inform the administration of their intention not to return to the school system in the next school year no later than April 30<sup>th</sup>.

D. Each Teacher assigned to Grades PreK – 8 shall have 225 minutes of uninterrupted preparation time per week in minimum increments of 30 minutes each (total of 7 + 15 minutes). It is desirable for each teacher to have at least one uninterrupted preparation period per day.

E. There shall be up to one hundred eighty three (183) pupil contact days at the discretion of the Administration.

F. The Teacher work year shall not exceed 186 days.

G. Teachers are required to attend one after school meeting per month without compensation based on the following parameters: not on Fridays, last no longer than 45 minutes past Teacher dismissal time and dates of these meetings to be announced by September 15<sup>th</sup> of each school year.

H. Teachers will devote a total of fifteen (15) hours without additional compensation, to committee work. These committees will address specific district or building needs.

I. All Teachers' pupil contact time shall not exceed 304 minutes per day.

J. Teacher workday shall not exceed 7 hours per day.

K. The practice of using a regular Teacher as a substitute thereby depriving him/her of his/her preparation period is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular Teachers who volunteer may be assigned to serve in lieu of substitutes. Volunteers and assigned teachers shall be paid \$45.00 per period. In those cases where regular substitutes are not available, and two (2) classes are to be combined for the day, or a major part thereof, the Teacher in charge will be paid the same as the volunteer or assigned substitute. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the Teachers of said school. Any

Teacher assigned library supervision with more than one (1) class; totaling more than 23 students shall be given said compensation for the period.

L. Teacher dismissal shall be as follows:

1. During one session days, Grades PreK-8 will be dismissed 4 hours after the PreK-8 student start times.

2. On all other days (except for meeting days) dismissal is as follows: Monday-Thursday, 7 hours from start time; Friday, immediately after safe dismissal of students.

M. Teachers shall be paid at the rate of \$20.00 per night for all mandatory teacher assignments that are conducted after school, in excess of four (4) night- time assignments.

N. Teachers shall be available (without additional compensation) for two (2) nights of parent-teacher conferences to be scheduled by the Chief School Administrator.

O. Teacher Assignments: Each presently employed Teacher who is rehired shall be given written notice of teaching assignment for the following year no later than one (1) week before the last day of student attendance, and of room assignment no later than one (1) week before the first day of student attendance. The Board reserves the right to change Teacher assignment and/or classroom assignment in the event of change in teaching personnel after June 1. In the event that changes in such assignments are made, the Teacher affected shall be notified promptly and will have the right to a conference with the administrator in charge of scheduling.

P. Commendations and Reprimands:

1. All commendations received shall be placed in the Teacher's file.

2. The Teacher shall be notified of such commendations.

3. When a reprimand is to be placed in a Teacher's file, the Teacher shall receive a copy. The Teacher shall have the right to know the identity of the complainant if other than the signee of the reprimand.

4. Any reprimand in a Teacher's file shall be reviewed at two (2) year intervals between the Teacher and Chief School Administrator at the request of the Teacher to determine if the reprimand is to be removed or remain. The Teacher will be notified of results in writing.

Q. Teachers who are required to utilize their automobiles during the school day in order to perform their teaching duties shall be compensated at the I.R.S. rate. This covers commuting from school to school, not for conferences, workshops, etc. unless specified in the recommendation of the Chief School Administrator for Board approval. To the extent any

Department of Education Regulations are contrary to this provision, those Regulations shall control.

## ARTICLE XV

### LONGEVITY

For Teachers, beginning with the 2008-2009 school year, at nineteen (19) years' service in the district, \$2,250.00 will be added to the Teacher's base salary and at twenty-five (25) years' service in the district, \$2,500.00 will be added to the Teacher's base salary. In addition, a Teacher will receive a one-time payment of \$2,500.00 at 20, 25, 30, 35, 40 and 45 year anniversaries.

## ARTICLE XVI

### SICK LEAVE REIMBURSEMENT

In order to increase the incentive for the maximum Teacher attendance, the following provisions are provided:

A. Teacher will be compensated at \$40.00 per day for the number of days over eighty (80) accumulated sick days, up to a cap of \$6,000.00.

B. In the event of the death of a Teacher prior to retirement from the East Rutherford School District, said payment shall be made to the estate of said Teacher.

C. Payment for accumulated sick leave shall be made to an approved 403B or 457 plan. The parties agree to such other changes as may be required by IRS code 403(b) or 457, or plans in effect for Employees under such sections.

## ARTICLE XVII

### PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrative-supervisory level of responsibility including but not limited to Chief School Administrator, Principal, Vice-Principal, Director, and Chairperson. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers, and positions in programs funded by the Federal Government shall be adequately publicized by the Chief School Administrator in accordance with the following procedure:

B. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications

must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Chief School Administrator within the time limit specified in the notice, and the Chief School Administrator shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Chief School Administrator's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

C. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Chief School Administrator, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Chief School Administrator shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Chief School Administrator shall, within the same period, post a list of promotional positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Association.

D. When an application is made for a position by an Employee, the applicant will be given a written reply to his/her application within thirty (30) days after a decision has been made.

## ARTICLE XVIII

### GRADUATE CREDITS & GUIDE COLUMN MOVEMENT

A. In order for the Board to provide tuition reimbursement for graduate credits taken or additional compensation for column guide movement:

1. The institution from which the coursework is taken shall be a duly authorized institution of higher education as defined in section 3 of P.L. 1986, c. 87 (N.J.S.A. 18A:3-15.3);

2. The Employee shall obtain approval from the Chief School Administrator prior to enrollment in any course for which tuition assistance will be sought, or upon which column guide movement will be sought; and

3. The tuition assistance or additional compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities, as determined by the Chief School Administrator.

B. If the Chief School Administrator denies the approval, the Employee may appeal to the Board of Education. The Board of Education's decision shall be binding and final, and shall not be subject to court or agency action, to appeal, or to the grievance or arbitration process in this Agreement.

C. Full-time Teachers who take approved courses shall be reimbursed at a rate up to but not to exceed \$475.00 per tuition credit up to a maximum of three (3) credits per Teacher, per year.

D. The maximum total tuition reimbursement for which the Board is responsible in a given budget year is \$34,000.

E. Teachers must submit course descriptions and other information reasonably required by the Chief School Administrator in order to satisfy the requirements set forth in this Article.

F. To obtain reimbursement, the Teacher must submit a grade report which contains a passing grade in the approved course.

G. Subject to the maximum tuition reimbursement in a given budget year, the Teacher will be reimbursed within 45 days subsequent to the receipt of the grade report.

H. The Board may establish an in-service program of continuing education for the purpose of professional development. Teachers who successfully complete ten (10) hours in this program will receive a continuing education unit (CEU) equivalent to one graduate credit which shall be applied to the appropriate step on the salary guide as established by this Agreement.

I. When a Teacher qualifies for a transfer to the succeeding column on the salary guide between September 1 and February 1, the transfer will be made as of February 1. To be eligible for this transfer, all course work must be completed by February 1 and satisfactory evidence must be submitted by March 15 (in which case the transfer will be made retroactive to February 1).

J. When a Teacher qualifies for a transfer to the succeeding column between February 1 and September 1, the transfer will be made as of September 1. To be eligible for this transfer, all course work must be completed by September 1, and satisfactory evidence must be submitted by October 15 (in which case the transfer will be made retroactive to September 1).

K. Notwithstanding any other provision in this Article to the contrary, in order for a Teacher to be eligible for increased pay based on column movement in any particular school year, that Teacher must provide written notice to the Superintendent and Business Administrator by January 15<sup>th</sup> of the prior school year of his/her expectation to move columns.

L. The Board shall grant on an individual basis a one (1) year unpaid sabbatical leave when a Teacher is working full time on a doctoral program.

**PART III – SCA PROVISIONS**

**ARTICLE XIX**

**SENIORITY AND REDUCTION IN FORCE CLAUSE**

A. In the event of a reduction in force caused by the abolishment of a secretarial position, the following procedures shall apply:

1. The least senior secretary qualified to fill the remaining secretarial positions shall be the one dismissed.
2. Qualification shall be defined as possessing the requisite skills to efficiently perform the duties and responsibilities inherent in the remaining positions.
3. The Board shall maintain a recall list. Recalls shall be accomplished in the reverse order of lay-off, provided that the individual is qualified to fill the vacant position.
4. Upon recall, salary and benefits shall be restored to their former level.

B. At least thirty (30) days prior to any official Administration action which will cause a reduction in force of covered SCAs to occur, the Board shall notify the Association of the impending action.

**ARTICLE XX**

**WORK YEAR, HOURS, HOLIDAYS & VACATION**

A. Work Year

1. The work year for twelve (12) month SCAs shall be Monday through Friday of each week during the calendar year.
2. The work year for ten (10) month aides is the 183 day school year. Aides are also on call for three (3) additional days. They will be compensated at the per-diem rate if directed to report to work.

B. Holidays

1. Sixteen (16) holidays shall be granted each year to full-time, twelve (12) month SCAs, the dates to be set forth in a School Holiday Calendar approved by the Board. Subject to approval annually by the Board, the Holidays are as follows:

- (1) Independence Day



- (2) Labor Day
- (3) Columbus Day
- (4) Election Day
- (5) Veteran's Day
- (6) Thanksgiving Day
- (7) Day after Thanksgiving
- (8) Christmas Eve
- (9) Christmas Day
- (10) The next business day following Christmas Day
- (11) New Years Day
- (12) Martin Luther King Day
- (13) Washington's Birthday
- (14) The Friday prior to Washington's Birthday
- (15) Good Friday
- (16) Memorial Day

2. Part-time SCA's will eligible for the following holidays:

Columbus Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day

3. The holidays for ten (10) month aides are the same as for Teachers.

C. Work Hours

1. Secretaries:

Regular work hours shall begin one-half (1/2) hour prior to student arrival and never before 7:30 A.M. The workday shall be defined as extending for seven and one-half hours (7-1/2) hours per day inclusive of a one-hour duty-free lunch.

2. Teacher Aides:

(a) Regular work hours shall begin at the same time as the students arrive. Full-time teacher aides shall work seven (7) hours per day inclusive of a duty-free lunch, equivalent to a class period.

(b) On one-session days, full-time aides shall work the same schedule as the Teachers, while part-time aides shall work the periods/schedule to which they are assigned.

3. SCAs shall be released 15 minutes early to attend Association meetings.

D. Unused Snow days

If school is closed at the end of the school year due to unused snow days, all 10-month SCAs shall not be required to report to work.

E. Summer Hours

Summer hours for secretaries shall be 8:00 A.M. to 2:00 P.M. with a one (1) hour duty-free lunch.

F. Back to School Night

All secretaries and teacher aids will assist at Back-To-School Night.

G. Vacations

1. All full-time twelve (12) month SCA's shall be granted earned vacation in accordance with the following:

- (a) SCAs having worked for the Board for a continuous period of not more than one (1) year, as of June 30<sup>th</sup> of a given year; shall earn one paid vacation day for each month worked, up to a maximum of five (5) days. Where an SCA works less than a full month based on their date of hire, the following shall control:

<u>Date of hire</u>	<u># of days</u>
1 <sup>st</sup> through 15 <sup>th</sup> :	1
16 <sup>th</sup> through 25 <sup>th</sup> :	½
After the 25 <sup>th</sup> :	None

- (b) SCAs having worked for the Board for a continuous period of more than one (1) year, as of June 30<sup>th</sup> of a given year, shall earn the number of vacation days set forth below upon the completion of the applicable years of service.

<u>Years of Service Completed</u>	<u>No. of Days</u>
1	10
8	15
14	20
19	25

- (c) All vacation days earned shall be available for use on July 1.
- (d) Examples:

- (1) SCA hired January 15, 2008: The SCA will earn one vacation day for January 2008, and 4 vacation days for February through May 2008. The SCA will be able to use those 5 vacation days during the July 1, 2008 to June 30, 2009 year. The SCA will earn 10 vacation days July 1, 2009, which may be used July 1, 2009 through June 30, 2010.
  - (2) SCA hired March 16, 2008: The SCA will earn ½ vacation day for March 2008, and 3 vacation days for April through June 2008. The SCA will be able to use those 3 and ½ vacation days during the July 1, 2008 to June 30, 2009 year. The SCA will earn 10 vacation days July 1, 2009, which may be used July 1, 2009 through June 30, 2010.
  - (3) SCA hired June 26, 2008: The SCA will earn no vacation days for the July 1, 2008, through June 30, 2008 year. The SCA will earn 10 vacation days July 1, 2009, which may be used July 1, 2009 through June 30, 2010.
  - (4) SCA hired July 24, 2008: The SCA will earn ½ vacation day for July 2008, and will earn 4 and ½ vacation days from August 1, 2008 through December 15, 2008. The SCA will be able to use those 5 vacation days during the July 1, 2009 to June 30, 2010 year. The SCA will earn 10 vacation days July 1, 2010, which may be used July 1, 2010 through June 30, 2011.
  - (e) There shall be no carry-over of vacation days. Any vacation days not used during the applicable school year shall be forfeited.
  - (f) Vacation time can be used when school is in session with administrative approval.
2. All full-time secretaries shall receive vacation time as follows:

Holiday Recess\*  
Spring Recess\*

\* Inclusive of holidays provided in Article XX of this Agreement which may occur during Holiday Recess and Spring Recess.

H. Professional Days

Two (2) professional days per year shall be granted. These days will be used to attend conferences, workshops, etc. that are relative to the SCAs job related duties. The appropriate forms shall be completed and submitted to the Chief School Administrator for their approval.

ARTICLE XXI

LONGEVITY

For SCAs, at nineteen (19) years' service in the district, \$1,000.00 will be added to the SCA's base salary and at twenty-five (25) years' service in the district, \$1,250.00 will be added to the SCA's base salary. In addition, a SCA's will receive a one-time payment of \$1,250.00 at 20, 25, 30, 35, 40 and 45 year anniversaries.

ARTICLE XXII

SICK LEAVE REIMBURSEMENT

A. In order to increase the incentive for the maximum SCA attendance, the following provisions are provided:

1. At legal retirement time, a SCA will be compensated \$25.00 per day for number of days over eighty (80) accumulated sick days up to \$3,000.00

2. In the event of the death of a SCA prior to retirement from the East Rutherford School District, said payment shall be made to the estate of the SCA.

3. Payment for accumulated sick leave shall be made to an approved 403B or 457 plan. The parties agree to such other changes as may be required by IRS code 403(b) or 457, or plans in effect for Employees under such sections.

ARTICLE XXIII

COVERAGE FOR OTHER EMPLOYEES (AIDES)

A. Whenever an aide is assigned to cover for a secretary on a long-term basis (beyond 10 days), the aide shall be placed on her corresponding step of the secretaries' guide for the duration of the assignment.

B. No aide shall provide any instructional service to a student unless under the direct supervision of a teacher or an individual who holds a current substitute certificate.

ARTICLE XXIV

OVERTIME

Whenever a secretary is required to work beyond their regular work day they shall receive additional pay at their hourly rate (calculated as follows: salary/240days/7.5hours) After 40

hours of actual work in any one (1) week, the secretary will be compensated at a rate of 1 and ½ times the secretary's regular hourly rate.

## ARTICLE XXV

### AIDE GUIDE PLACEMENT

Placement on the certified aide guide requires a valid county substitute teaching certificate. Movement on this guide for current staff will be horizontal.

## ARTICLE XXVI

### PROMOTIONS

- A. Promotional positions are defined as positions paying a salary differential.
- B. All vacancies in promotional positions shall be adequately publicized by the Chief School Administrator in accordance with the following procedure:
  1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be given to the Association at the time of posting.
  2. SCA's who want to apply for a promotional position that may be filled during the summer period when school is not regularly in session shall be notified of said position by the President of the Association, who will be notified by mail or phone. The SCA shall submit their names to the Chief School Administrator with the positions(s) for which they desire to apply and address where they can be reached during the summer.
  3. When an application is made for a position by an SCA, the applicant will be given a written reply to his/her application within thirty (30) days after a decision has been made.

## APPENDIX "A"

### Teachers Salary Guides

BASE YEAR

2011-12 E. Rutherford

Salary Guide

Step	Ba	Ba+15	Ba+30	Ma	Ma+15	Ma+30	Ma+60
1	51,192	53,128	56,033	57,109	61,089	62,058	70,772
2	52,243	54,179	57,084	58,160	62,140	63,109	71,823
3	53,297	55,234	58,138	59,214	63,195	64,163	72,877
4	54,351	56,288	59,193	60,269	64,249	65,217	76,852
5	55,406	57,342	60,247	61,323	65,303	66,272	81,011
6	56,460	58,399	61,788	62,820	66,858	67,798	85,948
7	58,074	59,528	63,617	64,649	68,687	69,627	87,202
8	61,608	63,235	67,366	67,780	72,699	73,596	90,162
9	65,352	66,863	72,023	72,604	77,343	78,240	93,331
10	69,311	71,779	76,825	77,601	82,132	83,029	96,645
11	73,485	75,739	80,671	81,645	85,543	87,976	99,003
12	77,875	80,273	84,732	86,382	89,170	93,133	101,576
13	82,479	85,021	89,009	91,334	94,198	98,508	104,365
14	87,299	89,501	92,992	96,000	99,158	103,593	106,862

YEAR 1

2012-13 E. Rutherford

Salary Guide

Step	Ba	Ba+15	Ba+30	Ma	Ma+15	Ma+30	Ma+60
1	51,489	53,489	56,489	57,489	61,489	62,489	71,489
2	52,489	54,489	57,489	58,489	62,489	63,489	72,489
3	53,489	55,489	58,489	59,489	63,489	64,489	73,489
4	54,489	56,489	59,489	60,489	64,489	65,489	76,852
5	55,489	57,489	60,489	61,489	65,489	66,489	81,011
6	56,489	58,489	61,817	62,849	66,858	67,798	85,948
7	58,089	60,089	63,632	64,664	68,702	69,627	87,217
8	61,609	63,609	67,367	67,781	72,700	73,596	90,163
9	65,359	67,359	72,030	72,611	77,350	78,240	93,338
10	69,399	71,867	76,913	77,689	82,220	83,029	96,733
11	73,699	75,953	80,885	81,859	85,757	88,190	99,217
12	78,199	80,597	85,056	86,706	89,494	93,457	101,900
13	82,899	85,441	89,429	91,754	94,618	98,928	104,785
14	87,896	90,098	93,589	96,597	99,755	104,190	107,459

## APPENDIX "A" (Continued)

YEAR 2  
2013-14 E. Rutherford

Salary Guide

Step	Ba	Ba+15	Ba+30	Ma	Ma+15	Ma+30	Ma+60
1	51,926	54,026	57,176	58,226	62,426	63,476	72,926
2	52,926	55,026	58,176	59,226	63,426	64,476	73,926
3	53,926	56,026	59,176	60,226	64,426	65,476	74,926
4	54,926	57,026	60,176	61,226	65,426	66,476	76,852
5	55,926	58,026	61,176	62,226	66,426	67,476	81,011
6	56,926	59,026	62,254	63,286	67,426	68,476	85,948
7	58,526	60,626	64,069	65,101	69,026	70,076	87,217
8	62,046	64,146	67,804	68,346	73,137	73,596	90,600
9	65,796	67,896	72,467	73,048	77,787	78,240	93,775
10	69,836	72,304	77,350	78,126	82,657	83,029	97,170
11	74,136	76,390	81,322	82,296	86,194	88,190	99,654
12	78,636	81,034	85,493	87,143	89,931	93,894	102,337
13	83,336	85,878	89,866	92,191	95,055	99,365	105,222
14	88,341	90,543	94,034	97,042	100,200	104,635	107,904

YEAR 3  
2014-15 E. Rutherford

Salary Guide

Step	Ba	Ba+15	Ba+30	Ma	Ma+15	Ma+30	Ma+60
1	52,331	54,481	57,706	58,781	63,081	64,156	73,831
2	53,331	55,481	58,706	59,781	64,081	65,156	74,831
3	54,331	56,481	59,706	60,781	65,081	66,156	75,831
4	55,331	57,481	60,706	61,781	66,081	67,156	76,852
5	56,331	58,481	61,706	62,781	67,081	68,156	81,011
6	57,331	59,481	62,706	63,781	68,081	69,156	85,948
7	58,931	61,081	64,474	65,506	69,681	70,756	87,217
8	62,451	64,601	68,209	68,901	73,137	74,276	90,600
9	66,201	68,351	72,872	73,453	78,192	78,240	94,180
10	70,241	72,709	77,755	78,531	83,062	83,029	97,575
11	74,541	76,795	81,727	82,701	86,599	88,190	100,059
12	79,041	81,439	85,898	87,548	90,336	93,894	102,742
13	83,741	86,283	90,271	92,596	95,460	99,770	105,627
14	88,700	90,902	94,393	97,401	100,559	104,994	108,263

## **APPENDIX "B"**

### **Supplemental Contracts**

	Base Year		
	2011-12	2012-13	2013-15
Basketball Coach (Boys)	\$ 3,042	\$ 3,103	\$ 3,165
Basketball Coach (Girls)	\$ 3,042	\$ 3,103	\$ 3,165
Cheerleader Advisor	\$ 3,042	\$ 3,103	\$ 3,165
Yearbook Advisor	\$ 3,285	\$ 3,351	\$ 3,418
Student Council Advisor	\$ 2,070	\$ 2,111	\$ 2,154
Award Assembly Coordinator	\$ 973	\$ 992	\$ 1,012
Chorus Director	\$ 2,070	\$ 2,111	\$ 2,154
Band Director	\$ 2,070	\$ 2,111	\$ 2,154
Public Relations Advisor	\$ 1,094	\$ 1,116	\$ 1,138
ESL Coordinator	\$ 1,217	\$ 1,241	\$ 1,266
*Certified Red Cross	\$ 1,399	\$ 1,427	\$ 1,456
Life Guard (triennial)			
Required summer workshop attendance within district	\$ 36.50	\$ 37.23	\$ 37.97
Webmaster	\$ 3,262	\$ 3,327	\$ 3,394
Computer Club Advisor	\$ 1,363	\$ 1,390	\$ 1,418
Stage production/Stage craft per event	\$ 757	\$ 772	\$ 788
Classroom relocation within Building	\$ 150	\$ 153	\$ 156
From Building to Building	\$ 250	\$ 255	\$ 260

\*Based on three (3) year re-certification schedule - stipend will be paid on renewal

No compensatory time will be approved or authorized in lieu of compensation in accordance with the terms and conditions of this Agreement.

Upon written approval by the Chief School Administrator, in his or her sole discretion, the amount of a stipend set forth in this Appendix "B" may be shared by two individuals who share the duties required by the position.



**APPENDIX "C"**  
**Secretaries Salary Guide**

East Rutherford Secretaries Guides

Steps	Base Year	Year 1	Year 2	Year 3
	2011-12	2012-2013	2013-2014	2014-2015
1	\$ 35,442	\$ 36,108	\$ 36,516	\$ 37,062
2	\$ 37,015	\$ 37,608	\$ 37,991	\$ 38,512
3	\$ 38,592	\$ 39,108	\$ 39,466	\$ 39,962
4	\$ 40,163	\$ 40,608	\$ 40,941	\$ 41,412
5	\$ 41,979	\$ 42,108	\$ 42,416	\$ 42,862
6	\$ 43,825	\$ 43,833	\$ 43,891	\$ 44,312
7	\$ 45,960	\$ 45,760	\$ 45,761	\$ 45,762
8	\$ 47,533	\$ 47,472	\$ 47,592	\$ 47,687
9	\$ 49,106	\$ 49,202	\$ 49,487	\$ 49,612
10	\$ 51,239	\$ 50,932	\$ 51,382	\$ 51,537
11	\$ 52,254	\$ 52,662	\$ 53,277	\$ 53,462
12	\$ 53,750	\$ 54,392	\$ 55,172	\$ 55,387
13	\$ 55,324	\$ 56,122	\$ 57,067	\$ 57,426

# APPENDIX "D"

## Aides Salary Guides

**East Rutherford Aides' Salary Guides  
2012-2013  
Salary Guide**

Step	Aides	HQ	Cert
1-2	16.04	17.54	18.12
3	16.54	18.04	18.62
4	17.04	18.54	19.12
5	17.79	19.29	19.87
6	18.59	20.09	20.90
7	19.39	20.89	22.00
8	20.19	21.69	23.15
9	20.99	22.49	24.35

**East Rutherford Aides' Salary Guides  
2013-2014  
Salary Guide**

Step	Aides	HQ	Cert
1	16.14	17.64	19.06
2-3	16.64	18.14	19.31
4	17.14	18.64	19.66
5	17.64	19.14	20.16
6	18.24	19.74	20.76
7	18.89	20.39	21.60
8	19.59	21.09	22.52
9	20.34	21.84	23.49
10	21.14	22.64	24.50

**East Rutherford Aides' Salary Guides  
2014-2015  
Salary Guide**

Step	Aides	HQ	Cert
1-2	16.73	18.23	20.09
3-4	16.98	18.48	20.34
5	17.33	18.83	20.69
6	17.78	19.28	21.14
7	18.37	19.87	21.73
8	19.03	20.53	22.39
9	19.75	21.25	23.11
10	20.52	22.02	23.88
11	21.34	22.84	24.70

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon.

ATTEST:

EAST RUTHERFORD  
BOARD OF EDUCATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

ATTEST:

EAST RUTHERFORD  
EDUCATION ASSOCIATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

Dated: \_\_\_\_\_