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COLLECTIVE NEGOTIATION AGREEMENT



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between

The Dumont Board of Education

and

The Dumont Education Association, Inc.

July 1, 1983 to June 30, 1986

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Preamble

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 123, P.L. of 1974, this agreement is made and entered into on this nineteenth day of January, 1984, by and between the Dumont Board of Education (hereinafter referred to as the "board"), and the Dumont Education Association, Inc. (hereinafter referred to as the "association").

The parties to this agreement are committed to a policy of non-discrimination based on race, color, creed, religion, sex, ancestry, national origin, handicap, and/or socio/economic status.

Article I

Recognition

The board of education recognizes the D.E.A. as the exclusive negotiating representative for the following certificated personnel: teachers, school psychologists, social workers, nurses, extra curricular advisers, athletic coaches, and hourly supplemental teachers.

The following employees are specifically excluded from the provisions of this agreement:

- Superintendent of schools
- Assistant to the superintendent of schools
- Administrative assistants
- Secretary to the board of education/business administrator
- Principals
- Vice-principals
- Custodians
- Secretaries and clerks
- Cafeteria personnel
- Teacher aides
- Substitute teachers
- Director of buildings and grounds
- Custodian of school monies
- Summer school personnel
- Per diem and hourly personnel
- Supervisors of instruction
- Director of special services
- Director of curriculum, instruction and supervision

The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the negotiation unit as above defined.

Article II

Negotiation Procedure

- A. All communications between the parties relating to this agreement shall be made in writing, addressed and given to the president and negotiation chairperson of and for the association and to the superintendent of schools on behalf of the board.
- B. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin no later than October 1, or in accordance with the timetable set by PERC of the calendar year preceding the calendar year in which this agreement expires. The starting date may be waived in writing by mutual agreement of both parties. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the board and association, in accordance with section E below.
- C. The parties agree to utilize the services of a competent person acceptable to both parties to keep the minutes of the negotiation sessions. The cost for said services shall be borne equally by the board and the association.
- D. The proposals of the association presented on or before the date when negotiations begin will represent all the proposals of the association.
- E. The execution of the successor agreement by the parties hereto shall take place after ratification of the provisions herein by the association and by the board at its next regular or special meeting following the ratification by the association.
- F. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent. Further, in the event meetings are held and no agreement is reached between the parties amending the agreement, then neither party shall be charged with having created an impasse.
- G. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III

Rights of the Parties

- A. It is expressly understood that this contract shall be binding upon

the board of education only to the extent permitted by the Laws and Constitution of the State of New Jersey and of the United States of America, and shall not impair the rights of any individual under Article I, Section 19, of the New Jersey State Constitution.

- B. It is understood by all parties that the board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, except as limited in this contract, and/or applicable law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States.
- C. Pursuant to Chapter 123, Public Laws of New Jersey, 1974, the board hereby agrees that every teacher of the board shall have the right to organize, join and engage in collective negotiation and other lawful activities for mutual aid and protection. The board agrees that it shall not discriminate against any teacher with respect to terms and conditions of employment by reason of his/her membership in the association and his/her participation in any legal activities of his/her association, or his/her institution of any grievance with respect to any terms or conditions of employment.
- D. Duly authorized representatives of the teacher organization may be given permission to transact official teacher organization business on school property at such time and place as the administration deems reasonable so as not to interfere with or interrupt normal school operations.
- E. In the use of buildings by the association, the board of education may make a reasonable charge when special custodial service is required.
- F. The association may use school equipment when not otherwise in use in accordance with board policy. Supplies in connection with such equipment use will be furnished by the association.

Article IV

Printing of This Agreement

The cost of producing five hundred (500) copies of this agreement shall be equally divided between the board and the association.

Article V

Grievance Procedure

A. Definition of a Grievance

A grievance is a claim by a teacher or the association based upon a claimed loss, injury or inconvenience as the result of an alleged violation, misinterpretation, or inequitable application of any existing district regulation, policy, or provision of this agreement, or administrative decision affecting a teacher's terms and conditions of employment.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise, affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept informal and confidential.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement in writing.
2. In the event a grievance is filed on or after June 1, which, 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 here 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.
3. Level One: Any teacher, or the association, who has a grievance shall first discuss it with his/her principal or immediate superior in an attempt to resolve the matter informally at that level.
4. Level Two: If as a result of the discussion at level one the matter is not resolved to the satisfaction of the teacher or association within five (5) school days after presentation of the grievance at level one, he/she shall set forth his/her grievance, in writing, to the principal specifying: the alleged violation, misinterpretation, or inequitable application, the date of occurrence, the relief sought. Copies shall be sent to the superintendent and the association. The principal shall communicate his/her decision to the teacher, superintendent of schools, and the association, in writing, within five (5) school days of receipt of the written grievance. A school day shall be defined as any day in which the school is officially in session.

5. Level Three: The teacher or association may, within five (5) school days after receiving the principal's decision, appeal the principal's decision to the superintendent of schools or his designee. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days after receiving the appeal. The superintendent shall communicate his/her decision in writing, along with supporting reasons, to the teacher, the principal and the association.
6. Level Four: If the grievance is not settled to the satisfaction of the teacher after reaching the superintendent, the matter may be referred to the association for consideration. This referral for consideration must be made within five (5) school days. The association's grievance committee shall make a determination as soon as possible, but within a period not to exceed five (5) school days after referral, notifying the teacher and the superintendent in writing of that determination.

If the association determines that the grievance has, or may have, merit, it shall recommend that the grievance be heard by the board of education. If the association determines that the grievance is without merit, the teacher shall retain the right to appeal, in writing, to the board of education. The request, in either case, shall be submitted, in writing, within five (5) school days, through the superintendent of schools, who shall attach all related papers and forward the request to the board of education.

The board of education shall review the grievance and may, at its option, hold a hearing if a hearing has been requested. The board shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance.

7. Level Five: If the association is not satisfied with the disposition of the grievance by the board, the association may, within ten (10) school days after receiving the decision from the board, submit the grievance to arbitration by requesting a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the AAA. The superintendent shall receive a copy of the demand for arbitration. The arbitrator so selected shall confer with representatives of the board and the association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions for the issues submitted. The arbitrator shall be without power or authority to make a decision which violates the terms of this agreement. The arbitrator shall be without power to add to, delete from, or modify this agreement. He/she shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statement and proofs are submitted. The decision shall be

submitted to the board, the association and the aggrieved, and shall be binding with respect to grievances involving the alleged violation, interpretation or inequitable application of the expressed provisions of the contract, and shall be advisory with respect to all other matters.

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the board and the association.

8. Failure to File: A grievance to be considered under this procedure must be initiated within thirty (30) school days of this occurrence or impact on the individual. Failure to file or advance a grievance within a specified time limit shall constitute a waiver of the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

D. Rights to Teachers to Representation

With respect to personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. The teacher shall have the right to present his/her own appeal or designate representatives of the association or another person of his/her own choosing to appear with him/her or for him/her at any step in his/her appeal. When an individual is not represented by the association, the association shall have the right to be present and informed at all stages of the grievance procedure.

E. Miscellaneous

1. Decisions rendered at levels two, three and four of the grievance procedure shall be in writing, setting forth the decision and the reasons for the decision.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the superintendent and the association and given appropriate distribution by both parties so as to facilitate operation of the grievance procedure.
4. No teacher shall have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance.
5. All certificated personnel including the grievant shall continue under the direction of the superintendent and administrator regardless

of the pendency of any grievance until such grievance is properly determined. Any case of violation shall be regarded as evidence of conduct unbecoming a teacher within the purview of the tenure of office act.

6. Any grievance supported by the association and not resolved to the satisfaction of the teacher or party-of-interest, after review by the board, may, at the written request of the association, be submitted to arbitration, as specified in section C 7 of this article, except in the case of a grievance involving any of the following points:
 - a. A method of review is prescribed by law or state board rule having the force and effect of law, or any regulation of the state commissioner of education, or any matter which, according to law, is either beyond the scope of board authority or limited to action of the board alone.
 - b. A complaint of a non-tenured teacher that arises by reason of his/her not being re-employed.
 - c. A complaint by any teacher occasioned by appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.
7. Grievances affecting teachers in more than one building shall be initiated at the superintendent's level.

Article VI

Management Rights Clause

It is understood by all parties that, under the rulings of the courts of New Jersey and the state commissioner of education, the board of education is forbidden to waive any rights or powers granted by law.

Article VII

Payroll Deductions

- A. Pursuant to the provisions of Chapter 310, P.L. 1967, and the rules of the state board of education, the board agrees to deduct from the salaries of the teachers, dues for the D.E.A., B.C.E.A., N.J.E.A., and N.E.A. The association will not seek to change the sums of money to be deducted for dues more than once in any one school year. The association agrees to give the board thirty (30) days written notice prior to the effective date of any change in dues rate.

- B. The board agrees to deduct from the salaries of the teachers in the bargaining unit any legal deductions, as authorized by individual teachers. Once initiated, a payroll deduction authorized under this section may only be changed effective January 1 or July 1.
- C. Prior to making such deductions from the salary of any teacher, the business administrator must have in his/her records, a current writing, executed by the teacher, authorizing such deductions.
- D. When the board makes a deduction for dues or other authorized payroll deductions which are transmitted directly to the association, the board shall remit same to the association no later than thirty (30) days from the date such deductions were made.

Article VIII

Salary Guides - See Appendix

Article IX

Involuntary Transfer

- A. An involuntary transfer for the purposes of this article is meant to be a change in building assignment.
- B. The following procedures shall be followed when making involuntary transfers:
 - 1. Notice of involuntary transfer shall be given prior to June 30th whenever possible.
 - 2. Teachers being involuntarily transferred may, upon request, have a conference with the superintendent or his designee to discuss (in confidence) the reasons for the transfer.

Article X

Sick Leave

- A. Definition of Sick Leave - 18A:30-1

"Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the

school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

- B. Absence of all full-time teachers shall be governed by state law and the following detailed provisions:
1. Sick leave with pay shall be granted to all full-time teachers in accordance with the following schedule:
 - a. 10 days per year of employment for those on a ten-month contract.
 - b. 12 days per year for each year of employment for those on a twelve-month contract.
 - c. Teachers employed after the start of the school year shall be granted one (1) day of sick leave per month worked. The full number of days shall be credited on the first day of employment, whether or not the individual reports for work on that day.
 2. For absences of three days or less, the teacher must file, with the building principal, a signed statement showing dates and reason for absence immediately upon his/her return to employment.
 3. Absences beyond a three-day period require a doctor's certificate. These certificates are to be attached to the sick leave form and forwarded to the office of the superintendent.
 4. If any teacher requires, in any school year, less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized shall be accumulative, to be used for additional sick leave in subsequent years. (18A:30-3)
 5. Whenever a teacher is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of, and in the course of his/her employment, the board of education shall pay to such teacher the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. (18A:30-2.1)
 6. In cases where full salary is paid by the board of education during periods of absence covered by Workmen's Compensation, the teacher shall endorse the Workmen's Compensation checks to the board of education. (18A:30-2.1)
 7. In cases where a teacher must leave school during regular hours for personal illness or other emergency, the following rules shall apply:
 - a. Prior to two (2) full hours, deduction of a full school day in either pay or time.
 - b. More than two (2) hours, but less than either four (4) hours or the teacher's lunch period, deduction of either one-half ($\frac{1}{2}$) day in pay or time.

- c. Over four (4) hours, or beyond the teacher's lunch period, no loss of pay or time.
8. For absences where no provision for payment has been made, salary will be deducted as follows:
 - a. 10 month teachers - daily rate of 1/200 of yearly salary
 - b. 12 month teachers - daily rate of 1/260 of yearly salary

Article XI

Extended Sick Leave

Prolonged Absence Beyond Sick Leave Period

In accordance with Statute 18A:30-6 - Prolonged Absence Beyond Sick Leave Period.

Article XII

Personal Leave

- A. In an effort to prevent undue hardship to individual staff members who must be absent from school to attend to urgent personal business, three (3) days of personal leave without deduction in salary will be provided for each year of regular employment. Such leave shall not be cumulative.
- B. The intent of the board of education is that these days be used for urgent personal business which cannot be attended to conveniently on a day or time other than a school day.
- C. Requests for leaves of this nature shall be submitted to the principal or immediate supervisor for his/her recommendation forty-eight (48) hours in advance. Emergency requests will be submitted via the substitute call service and the teacher shall be required to submit the reason for the emergency request on the first day that he/she returns to work.
- D. Reasons for leave in this category may include illness in the family, religious holidays, death of friends, graduation of members of the immediate family, house closing or moving.
- E. Reason or reasons for personal leave must be stated and it is understood that leave shall not be taken prior to or following a school holiday, with the following exceptions:
 1. In extenuating situations, a leave may be granted prior to or following a school holiday. The superintendent may, in his/her dis-

cretionary power, grant personal leave. However, a refusal to grant leave under this exception is not grievable.

2. Personal leave is not to be used as an extension of vacation time.
 3. In the application for personal leave day request prior to or after a school holiday period, said request is to go directly from the teacher to the superintendent.
- F. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the superintendent of schools.
- G. Any undue hardships, caused by circumstances beyond the control of the teacher, and not covered in this article, may be reviewed by the superintendent upon request of the teacher. The superintendent may, if he/she deems it necessary, grant an adjustment of leave beyond the terms of this article.

Article XIII

Bereavement

Five (5) days' leave with pay are allowed for death in the immediate family. For purposes of definition regarding absence, the immediate family includes: husband, wife, child, or the father, mother, brother, sister, or relatives by marriage in the same degree of relationship, except as noted below.

Three (3) days' leave with pay are allowed for death of grandparent, grandchild, brother/sister-in-law, or other relative living in the teacher's household.

One (1) days' leave with pay is allowed for reason of death of a relative, other than those specified above.

Article XIV

Leave of Absence (without pay)

A leave of absence without pay of up to one school year may be granted by the board for good reason, upon the recommendation of the superintendent of schools.

Article XV

Child-bearing and Child-rearing Leave

- A. During the period of actual disability related to pregnancy, teachers may, at their option, utilize regular sick leave. The board may require, as a condition of the teacher's return to service at the conclusion of the period of disability, production of a certificate from a physician certifying that the teacher is medically able to resume her duties.
- B. The board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with child-birth or commencing on a mutually agreeable date following the birth of the child, to any teacher upon request, in accordance with applicable statutes, regulations, and state agency decisions, for the balance of the school year in which the leave is requested. In addition, teachers shall, upon written request, be granted a leave of absence without pay for child-rearing purposes for one (1) full school year (September through August) following the school year in which the initial child-rearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which the leave is requested to commence for non-tenured teachers, unless the board otherwise elects.
- C. In the event that a teacher's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early re-instatement by filing a written request therefor with the superintendent, accompanied by a physician's certification that she is medically able to resume, or continue to perform, her duties. The board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the teacher in question was assigned and seeks to be reinstated. The board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.
- D. Teachers adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child, or earlier, if required for adoption. The board reserves the right to set the term of the leave, within reasonable limits, in the best interests of the school.

Article XVI

Performance of Legal Responsibilities

Leave for the performance of a civic duty in serving on a petit or grand jury when required by law shall be granted, providing a letter

confirming the purpose of such leave from a sheriff, court, or United States Attorney, depending upon jurisdiction, is filed with the superintendent of schools. An amount equal to the income derived from jury service will be deducted from the staff member's base salary.

Leave for acquiescing to a court or other valid subpoena, may be allowed without loss of pay, dependent upon circumstances and at the discretion of the superintendent of schools.

Article XVII

Military Leave

A. Request for Leave

Any permanent teacher of the Dumont Public Schools who may be conscripted into the defense forces of the United States for service or training shall make application for military leave.

B. Reinstatement

The teacher shall be reinstated to a position in the school system with full credit, including the annual increment, in accordance with law, under the salary schedule, upon meeting the following conditions:

1. That he/she is physically and mentally capable of performing the duties of his/her former position.
2. That he/she has retained proper certification for that position.
3. That he/she makes written application for reinstatement at least thirty (30) days prior to requested date of re-employment, and that such request is no later than ninety (90) days following his/her date of separation or discharge from active military service.
4. That he/she has furnished proof of an honorable discharge or separation from military service.

C. Reserve Military Training

Any permanent teacher shall be granted leave, up to a maximum of two weeks per year, for reserve military training. Such leave shall not be counted against accumulated vacation time. A teacher on reserve training leave shall be paid by the school district at his/her regular rate of the normal work week, less such military pay allowances

except travel allowance, which he/she shall receive for such training. The teacher shall provide the office of the business administrator with evidence of the amount of compensation received for summer training so that the proper adjustment can be made.

Article XVIII

Sabbatical Leave

- A. Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. Sabbatical leave is a privilege granted to teachers for their professional advancement so that they may better serve the school district. The granting of a sabbatical leave to any teacher shall be at the discretion of the board of education, based upon the recommendation of the superintendent.
- B. Eligibility
1. Any teacher who has completed at least seven (7) successive years of satisfactory service in the Dumont Public Schools may, upon the recommendation of the superintendent, be granted a leave of absence for one school year for the approved purpose, as determined by the board of education.
 2. Subsequent leaves will not be authorized until one shall have re-established eligibility by serving another period of seven (7) continuous years of service.
 3. Not more than one percent (1%) of all teachers in the system may be granted sabbatical leave during the same school year.
- C. Application for Leave
1. Application for sabbatical leave shall be submitted to the superintendent on or before November 15 of any year. If approved, such leave shall become effective at the beginning of the succeeding school year.
 2. Application shall be made upon a regular blank form prescribed by the superintendent and shall state clearly the major purpose and professional benefits of the proposed activity for which the sabbatical leave is requested.
 3. Each applicant shall be notified, in writing, by the superintendent not later than February 28th, of the decision of the board.
- D. Conditions of Leave
1. If an applicant for sabbatical leave is favorably considered,

the applicant will then present to the superintendent a statement of condition of health from a licensed physician.

2. As a condition to being granted leave, the teacher shall enter into a contract prescribed by the board to continue in the service of the board of education for a period of at least three (3) full academic years immediately following the year in which the sabbatical leave is taken.
3. If the teacher fails to continue in the service of the district after such leave of absence, said teacher shall repay to the board a sum of money equal to the amount of salary received while on leave, unless such teacher is incapacitated, has been discharged or has been released from his/her obligations for good and sufficient reasons by the board of education.
4. A teacher on a sabbatical leave shall confirm to the superintendent on or before March 1 of that year, his/her intention to return to duty at the start of the following school year. A failure to give such notification by March 1 shall be conclusive evidence that said teacher does not wish to continue in the employ of the board. In the event of failure to give notice of intent to return, salary payments shall be terminated and the repayment process described in sections D 2 and 3 shall begin.

E. Status of Tenure and Pension

The period of sabbatical leave shall count as regular service for the purpose of retirement and contributions by the teacher to the retirement fund and shall continue as usual during that period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for the purpose of salary increments just as though the teacher had actively engaged in teaching.

F. Illness or Accident

In the event that the program being pursued by a teacher on sabbatical leave should be interrupted by serious accident or illness to the teacher during such leave, as shown by satisfactory evidence to the superintendent, such an interruption shall not constitute a breach of the conditions of such leave or prejudice a teacher from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the superintendent was notified by registered letter of such accident or illness within ten (10) days of its occurrence.

G. Forfeiture of Leave

If the superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose of such leave of absence, he/she shall immediately report this fact to the board of education and the board may terminate the leave of absence as of the date of its abuse, after giving the teacher an opportunity to be heard.

H. Sabbatical Leave to Maternity Leave

If a teacher on sabbatical leave should ascertain that she is pregnant, she shall immediately report this fact to the superintendent and shall be transferred from sabbatical leave to maternity leave of absence, effective from the date upon which she would have been required to accept leave of absence under the board's rules regulating maternity leaves.

I. Reinstatement

At the expiration of a sabbatical leave, the teacher shall be reinstated in the position held at the time such leave was granted unless otherwise mutually agreed upon, provided conditions do not arise which, in the judgement of the board, indicated the desirability of changing such employee's location and type of work.

Presentation of a written report satisfactory to the superintendent, in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom, is required.

If the leave is taken during a first semester, the report is due by March 30 of the following semester; if the leave is taken during the second semester or for the entire year, the report is due by the following September 30.

J. Salary

The salary granted a teacher on sabbatical leave shall be one-half of the contractual salary to which he or she would have been entitled had the teacher not been on leave, less the regular deductions approved by the board of education.

Salary checks shall be issued to a teacher on sabbatical leave as per the salary payment policy for all teachers in the Dumont Public School System.

Teachers on leave of absence shall not associate for compensation with any person, persons, or organization during his approved leave of absence unless the board approves such association as beneficial to this school system and only upon the condition prescribed by the board.

Article XIX

Health Benefits and Insurance

The board agrees to provide, without cost to the teacher, the following:

1. The Public and School Employees Health Benefits Program, administered through the New Jersey Division of Pensions, or its equi-

valent, under individual or family plan, whichever is applicable to the employee.

Carrier will be chosen by the board.

2. Dental Plan

The board shall provide the funds necessary to implement full dental plan coverage, including orthodontics, under individual or family plan, whichever is applicable to the employee, for the period of this agreement.

Carrier will be chosen by the board.

3. Optical Plan

Effective July 1, 1985, the board shall pay the cost of a family optical plan. The board's premium cost shall be limited to the rate in effect on July 1, 1985.

Carrier will be chosen by the board.

4. The board shall reimburse a teacher for the reasonable cost of any clothing or other property being worn that is damaged or destroyed as a result of an assault on a teacher while a teacher was acting in the discharge of his/her duties.

Article XX

Work Year and Work Day

- A. The in-school work year for teachers shall be one hundred eighty-five days, which shall include one (1) orientation day.
- B. When a teacher is denied a preparation period due to a combination of both an absence for an approved reason and the board's failure or inability to retain a substitute teacher in situations in which the board employed a substitute during the previous school year, the teacher losing the preparation period shall be paid \$8.00.
- C. Child study team members and traveling special subject teachers shall be paid \$.20 per mile for all travel required after their initial daily assignments. Vouchers will be submitted twice per year.

Article XXI

Severance Pay

- A. Effective January 1, 1985, teachers who retire and qualify for immediate

TPAF pension benefits shall be eligible for severance pay, provided the teacher has spent a minimum of ten (10) years in the school district.

- B. Severance pay shall be determined by multiplying thirty (\$30) dollars times the number of unused sick and personal leave days accumulated by the teacher at the time of retirement. Accumulated sick leave days shall be based on the teacher's total time of employment in the district. The accumulation of unused personal days shall begin with days earned during the 1983-84 school year.
- C. Severance pay checks shall be issued not later than July 15th of the school year following the school year in which the teacher retires.
- D. In the event that a teacher retires and dies prior to receipt of the severance pay check, the money shall be paid to the teacher's estate.

Article XXII

Duration of Agreement

This agreement shall be effective and made retroactive to July 1, 1983, and shall continue in effect until June 30, 1986. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Dumont Education Association, Inc.:

Dumont Board of Education:

Barry Sachais
President

Martin Ryan
President

Barry Sachais
Negotiating Committee

Peter P. Quione
Negotiating Committee

Linda Siebert
Barbara Gordon

A P P E N D I X

Article VIIISalary Guides - Certificated Personnel

The board of education agrees that the salary guides attached hereto shall apply to all teachers within the unit covered by this agreement.

1. Eligibility requirements - salary classification
2. Teachers' salary guide - 1983-84, 1984-85, 1985-86
3. Extra-curricular salary guide - 1983-84, 1984-85, 1985-86
4. Athletic coaches' salary guide - 1983-84, 1984-85, 1985-86

Eligibility Requirements - Salary ClassificationA. Salary class

1. Bachelor's degree
2. Bachelor's degree plus 30 approved graduate credits, or bachelor's degree plus 24 approved graduate credits and 6 approved in-service credits.
3. Master's degree
4. Master's degree plus 30 approved graduate credits. Eight approved in-service credits may be applied in lieu of 8 graduate credits in moving from the master's level to the master's plus 30 level.

B. Qualifications for Advancement on the Salary Guides

1. No college courses will be accepted for credit to advance to the 5th, M.A., or M.A. plus 30 level on the teacher's salary guide unless these courses be of graduate standing.
2. Advancement to the M.A. plus 30 level will not be permitted unless a master's degree has previously been earned. In other words, teachers advanced to the M.A. plus 30 level must first earn a master's degree, and then present 30 graduate credits earned after receiving the M.A.
3. Courses for the purpose of satisfying teacher certification requirements may not be used for advancement to any level of the salary guide.
4. In-service credit for advancement to the 5th or M.A. plus 30 level on the salary guide may be approved by the superintendent of schools

if, in his/her opinion, the course, workshop or institute pertains to the subject matter field in which the teacher is certified, and if, in his/her opinion, the quality of the course, workshop or institute warrants such credit.

5. Credit for in-service workshops or institutes may be given upon the advanced approval of the superintendent of schools. The amount of credit given shall be determined in the same manner as is graduate work in a college:

12 hours - 1 credit
24 hours - 2 credits
36 hours - 3 credits

6. The superintendent of schools shall determine how many semester hours credit shall be awarded. Teachers shall request the superintendent for tentative approval and an evaluation of the amount of credit which will be awarded before enrolling in a course, workshop or institute.
7. Presentation of an official transcript or transcripts to the superintendent of schools for his/her evaluation and approval must be made before a teacher may qualify for advancement to the 5th, M.A., or M.A. plus 30 level.
8. Salary advances will be made at the usual contract time for the issuance of contracts to all teachers for the forthcoming year. Those teachers who have not submitted evidence by April 1 must submit full documentation prior to September 30 and will be advanced retroactive to September 1.
9. Teachers paid on an hourly basis will have their pay calculated on step #1 of their appropriate education level. Example: Step #1, MA, 1983-84 guide

$$\frac{\$16,200}{7 \times 185} = \text{hourly rate of pay}$$

Teachers' Salary Guide
1983-1984

<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
1	\$15,000	\$15,750	\$16,200	\$17,950
2	15,250	16,100	16,600	18,350
3	16,050	16,975	17,500	19,375
4	16,850	17,850	18,400	20,350
5	17,625	18,725	19,370	21,325
6	18,490	19,650	20,355	22,450
7	19,370	20,575	21,345	23,485
8	20,212	21,470	22,300	24,495
9	21,090	22,405	23,285	25,535
10	22,020	23,400	24,330	26,635
11	22,955	24,380	25,370	27,730
12	23,890	25,370	26,415	28,830
13	24,825	26,360	27,460	29,930
14	25,810	27,405	28,555	31,080
A	27,375	29,060	30,280	32,955
B	27,785	29,500	30,735	33,450

Longevity: Step A: 15-19 years of service (step on guide)

Step B: 20- years of service (step on guide)

Teachers' Salary Guide
1984-1985

<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
1	\$16,550	\$17,300	\$17,850	\$19,650
2	16,750	17,700	18,350	20,150
3	17,000	18,100	18,800	20,600
4	17,800	19,020	19,770	21,670
5	18,700	19,945	20,495	22,700
6	19,560	20,870	21,495	23,720
7	20,520	21,835	22,595	24,800
8	21,435	22,745	23,595	25,970
9	22,191	23,577	24,482	26,893
10	23,155	24,602	25,566	28,038
11	24,180	25,687	26,712	29,244
12	25,205	26,772	27,857	30,449
13	26,230	27,857	29,002	31,655
14	27,254	28,942	30,147	32,860
A	29,365	31,090	32,395	35,210
B	29,780	31,555	32,895	35,740

Longevity: Step A: 15-19 years of service (step on guide)

Step B: 20- years of service (step on guide)

Teachers' Salary Guide
1985-1986

<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
1	\$18,000	\$18,750	\$19,400	\$21,400
2	18,350	19,200	19,900	21,900
3	18,600	19,650	20,400	22,400
4	18,890	20,100	20,900	22,900
5	19,690	21,075	21,925	24,025
6	20,590	22,050	22,645	25,100
7	21,590	23,025	23,750	26,175
8	22,675	24,050	24,960	27,300
9	23,392	24,858	25,791	28,388
10	24,258	25,773	26,763	29,398
11	25,312	26,894	27,947	30,649
12	26,432	28,080	29,200	31,967
13	27,553	29,266	30,451	33,284
14	28,673	30,451	31,703	34,603
A	31,480	33,335	34,735	37,700
B	31,950	33,800	35,273	38,200

Longevity: Step A: 15-19 years of service (step on guide)

Step B: 20- years of service (step on guide)

Extra-Curricular Guide
1983-84

Activity

	S	T	E	P	S	
	1	2	3	4		
H.S. Student Organization	1077	1236	1395	1555		
H.S. Yearbook-Summer Supplement	838	878	918	957		
H.S. Newspaper	838	878	918	957		
Cheerleaders - Jr. Varsity	778	818	858	898		
Cheerleaders - Varsity	838	878	918	957		
Cheerleaders - Freshman	538	598	658	718		
H.S. Play (3)	718	798	878	957		
Freshman Class Adviser	419	459	499	538		
Sophomore Class Adviser	419	459	499	538		
Junior Class Adviser	479	519	559	598		
Senior Class Adviser	538	598	658	718		
Stage Production Personnel	538	586	639	697		
Business Mgr. H.S. Publications	718	838	958	1077		
Oracle-Literary and Art (2 contracts)	479	539	599	658		
Student Council Adviser	658	718	778	838		
Majorettes	479	539	599	658		
Foreign Language Newspaper (Pan Linguae)	479	519	559	598		
Forensic Leaders	359	439	519	598		
Elem. Intramurals-Honiss/Selzer (boys/girls)	1077	1197	1317	1437		
Elem. Yearbook-Honiss/Selzer	300	360	420	479		
Elem. Student Organization-Honiss/Selzer	300	360	420	479		
Color Guard	538	598	658	718		
Stage Crew	479	539	599	658		
Lighting Crew	479	519	559	598		
Budget Director	359	391	426	464		
Math Team Adviser	359	391	426	464		
Chem Team Adviser	359	391	426	464		
Honor Society Adviser	359	391	426	464		

All advisers employed for the 1983-84 school year will have their 1982-83 salary multiplied by 1.09, and if their salaries fall within the steps, they will be moved to the next higher step on the present guide. (For example, if the high school varsity cheerleader adviser had a salary of \$820 in 1982-83, then $1.09 \times 820 = \$894$, he/she would then be between steps #2 and #3 and would move to step #3 with a salary of \$918 for 1983-84.)

The board reserves the right to hire new staff on any step of the guide.

Extra-Curricular Guide
 1984-85

Activity

Activity	S T E P S			
	1	2	3	4
H.S. Student Organization	1171	1344	1517	1691
H.S. Yearbook-Summer Supplement	911	955	998	1041
H.S. Newspaper	911	955	998	1041
Cheerleaders- Jr. Varsity	846	890	933	977
Cheerleaders - Varsity	911	955	998	1041
Cheerleaders - Freshman	585	650	716	781
H.S. Play (3)	781	868	955	1041
Freshman Class Adviser	456	499	543	585
Sophomore Class Adviser	456	499	543	585
Junior Class Adviser	521	564	608	650
Senior Class Adviser	585	650	716	781
Stage Production Personnel	585	637	695	758
Business Mgr. H.S. Publications	781	911	1042	1171
Oracle-Literary and Art (2 contracts)	521	586	651	716
Student Council Adviser	716	781	846	911
Majorettes	521	586	651	716
Foreign Language Newspaper (Pan Linguae)	521	564	608	650
Forensic Leaders	390	477	564	650
Elem. Intramurals-Honiss/Selzer (boys/girls)	1171	1302	1432	1563
Elem. Yearbook-Honiss/Selzer	326	392	457	521
Elem. Student Organization-Honiss/Selzer	326	392	457	521
Color Guard	585	650	716	781
Stage Crew	521	586	651	716
Lighting Crew	521	564	608	650
Budget Director	390	425	463	505
Math Team Adviser	390	425	463	505
Chem Team Adviser	390	425	463	505
Honor Society Adviser	390	425	463	505

Extra-Curricular Guide
1985-86

Activity

		S	T	E	P	S	
	1	2		3		4	
H.S. Student Organization	1271		1458			1646	1835
H.S. Yearbook-Summer Supplement	988		1036			1083	1130
H.S. Newspaper	988		1036			1083	1130
Cheerleaders - Jr. Varsity	918		966			1012	1060
Cheerleaders - Varsity	988		1036			1083	1130
Cheerleaders - Freshman	635		705			777	847
H.S. Play (3)	847		942			1036	1129
Freshman Class Adviser	495		541			589	635
Sophomore Class Adviser	495		541			589	635
Junior Class Adviser	565		612			660	705
Senior Class Adviser	635		705			777	847
Stage Production Personnel	635		691			754	822
Business Mgr. H.S. Publications	847		988			1131	1271
Oracle-Literary and Art (2 contracts)	565		636			706	777
Student Council Adviser	777		847			918	988
Majorettes	565		636			706	777
Foreign Language Newspaper (Pan Linguae)	565		612			660	705
Forensic Leaders	423		518			612	705
Elem. Intramurals-Honiss/Selzer (boys/girls)	1270		1413			1554	1696
Elem. Yearbook-Honiss/Selzer	354		425			496	565
Elem. Student Organization-Honiss/Selzer	354		425			496	565
Color Guard	635		705			777	847
Stage Crew	565		636			706	777
Lighting Crew	565		612			660	705
Budget Director	423		461			502	548
Math Team Adviser	423		461			502	548
Chem Team Adviser	423		461			502	548
Honor Society Adviser	423		461			502	548

Coaches' Salary Guide
 1983-84

Boys/Girls

<u>Activity</u>	<u>S T E P S</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Football</u>				
Head	1795	2114	2433	2752
1st Assistant	1317	1516	1715	1915
Assistant (2)	1197	1376	1555	1735
Assistant Freshman (2)	1137	1237	1337	1437
<u>Soccer</u>				
Head	1615	1795	1975	2154
Assistant	1077	1167	1257	1346
<u>Cross Country</u>				
Coordinator	1197	1327	1457	1586
Assistant	838	958	1078	1197
<u>Basketball</u>				
Head	1615	1795	1975	2154
Assistant	1197	1347	1497	1646
Freshman	1077	1147	1217	1286
<u>Wrestling</u>				
Head	1615	1795	1975	2154
Assistant	1137	1257	1377	1497
<u>Bowling</u>				
	838	958	1078	1197
<u>Baseball</u>				
Head	1615	1735	1855	1975
Assistant	1077	1217	1357	1497
Freshman	1077	1217	1357	1497
<u>Track</u>				
Coordinator	1615	1825	2035	2244
1st Assistant	1197	1267	1337	1406
Assistant (5)	1077	1147	1217	1286
<u>Golf</u>				
	838	958	1078	1197

	1	S 2	T	E	P	S 3	4
<u>Volleyball</u>	1615	1735				1855	1975
<u>Softball</u>							
Head	1615	1735				1855	1975
Assistant	1077	1217				1357	1497
Assistant Athletic Director	1197	1396				1595	1795

All coaches employed for the 1983-84 school year will have their 1982-83 salary multiplied by 1.09 and, if their salaries fall within the steps, they will be moved to the next higher step on the present guide. (For example, if a football assistant coach had a salary of \$1400 in 1982-83, his/her salary for 1983-84 would be $1400 \times 1.09 = \$1526$, and he/she would then move to step #3 with a salary of \$1555.)

The board reserves the right to hire new staff on any step of the guide.

Coaches' Salary Guide
1984-85

Boys/Girls

<u>Activity</u>	<u>S T E P S</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Football</u>				
Head	1952	2299	2646	2993
1st Assistant	1432	1649	1865	2083
Assistant (2)	1302	1496	1691	1887
Assistant Freshman (2)	1236	1345	1454	1563
<u>Soccer</u>				
Head	1756	1952	2148	2342
Assistant	1171	1269	1367	1464
<u>Cross Country</u>				
Coordinator	1302	1443	1584	1725
Assistant	911	1042	1172	1302
<u>Basketball</u>				
Head	1756	1952	2148	2342
Assistant	1302	1465	1628	1790
Freshman	1171	1247	1323	1399
<u>Wrestling</u>				
Head	1756	1952	2148	2342
Assistant	1236	1367	1497	1628
<u>Bowling</u>	911	1042	1172	1302
<u>Baseball</u>				
Head	1756	1887	2017	2148
Assistant	1171	1323	1476	1628
Freshman	1171	1323	1476	1628
<u>Track</u>				
Coordinator	1756	1985	2213	2440
1st Assistant	1302	1378	1454	1529
Assistant (5)	1171	1247	1323	1399
<u>Golf</u>	911	1042	1172	1302
<u>Volleyball</u>	1756	1887	2017	2148
<u>Softball</u>				
Head	1756	1887	2017	2148
Assistant	1171	1323	1476	1628
Assistant Athletic Director	1302	1518	1735	1952

Coaches' Salary Guide
1985-86

Boys/Girls

Activity

	S T E P S			
	1	2	3	4
<u>Football</u>				
Head	2118	2494	2871	3247
1st Assistant	1554	1789	2024	2260
Assistant (2)	1413	1623	1835	2047
Assistant Freshman (2)	1341	1459	1578	1696
<u>Soccer</u>				
Head	1905	2118	2331	2541
Assistant	1271	1377	1483	1588
<u>Cross Country</u>				
Coordinator	1413	1566	1719	1872
Assistant	988	1131	1272	1413
<u>Basketball</u>				
Head	1905	2118	2331	2541
Assistant	1413	1590	1766	1942
Freshman	1271	1353	1435	1518
<u>Wrestling</u>				
Head	1905	2118	2331	2541
Assistant	1341	1483	1624	1766
<u>Bowling</u>	988	1131	1272	1413
<u>Baseball</u>				
Head	1905	2047	2188	2331
Assistant	1271	1435	1601	1766
Freshman	1271	1435	1601	1766
<u>Track</u>				
Coordinator	1905	2154	2401	2647
1st Assistant	1413	1495	1578	1659
Assistant (5)	1271	1353	1435	1518
<u>Golf</u>	988	1130	1272	1413
<u>Volleyball</u>	1905	2047	2188	2331
<u>Softball</u>				
Head	1905	2047	2188	2331
Assistant	1271	1435	1601	1766
Assistant Athletic Director	1413	1647	1882	2118

