

THIS BOOK DOES NOT CIRCULATE

1.

PREAMBLE

This Agreement entered into this 8th day of April, 1974, by and between the Board of Education of Rutherford, the Borough of Rutherford, New Jersey, hereinafter called the "Board", and the Rutherford Education Association, hereinafter called the "Association".

Bergen
WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Rutherford School District is their mutual aim and,

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968, 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 this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

July 1, 1974 - June 30, 1976

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated regularly employed personnel including:
1. All teachers in any category provided however, that the predominant duties of such teachers are not supervisory in nature. This shall include nurses, librarians, guidance counsellors, learning disability teacher-consultant, home-school counsellor, and the school psychologist. In addition to the foregoing, the Association is also recognized as the representative for dietician, custodians, maintenance men, matrons, school secretaries, secretaries in the Board of Education offices, painters, plumbers, and bus drivers.
but excluding:
 2. Principals, vice-principals, and any other certificated regularly employed personnel exercising supervisory functions.
- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers, shall include female teacher.

NEGOTIATIONS PROCEDURE

1. The parties agree to enter into collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of all employees for whom the Rutherford Education Association is authorized to negotiate. Such negotiations shall begin not later than November 1 of each calendar year. Any agreement so negotiated shall apply to all personnel for whom the Rutherford Education Association is authorized to negotiate, be reduced to writing be signed by the Board and the Association, and be adopted by the Board and approved by the membership of the Rutherford Education Association.
2. Either the Board or the Association, upon written request, shall convene a meeting for the purpose of conducting negotiations. The request for the meeting when made by either party (the Association or the Board), shall contain insofar as possible, a listing of all requests to be included in discussions to make place at the scheduled meeting. A 24 hour notice shall be given whenever practical.
3. The negotiating teams on each side shall consist of three members with the right being given to either side to have one roving member who shall participate in discussions. In addition, the President of the Board of Education and the President of the Rutherford Education Association shall have the right to attend and participate in all meetings.
4. In the event either side proposes to have a consultant at any of the negotiating sessions, it shall notify the other side twenty-four (24) hours in advance and upon such notification the side so notified shall have the right, if it so elects, to have its own consultant present.
5. Whenever tentative agreement is reached upon any provision to become incorporated in a contract, the parties shall endeavor to have said tentative agreement reduced to writing and subject to approval by counsel for either side to recommend that said writing be incorporated as a part of the final draft of the agreement to be entered into between the parties and approved.
6. Minutes of the negotiation sessions shall be approved by both the Association and Board negotiating committees, and signed by the chairman of each negotiating committee.

GRIEVANCE PROCEDUREDEFINITIONS

A grievance shall be defined as, and limited to, a dispute concerning the meaning, interpretation or application of a provision or provisions of this Agreement instituted by an employee or a group of employees or by the Rutherford Education Association on their behalf.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A:6-10 et seq. In such cases the procedure to be followed shall be that set forth in R.S. 18A:6-10 et seq.

In cases involving the withholding of increments pursuant to the provisions of R.S. 18A:29-14, an individual affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board the method of review shall be that set forth in R.S. 18A:29-14.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.

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.

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.

The term "party" means an aggrieved employee, his immediate superior, the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

The term "day" shall mean a calendar day.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within fourteen (14) days of the occurrence complained of, or within fourteen (14) days after he would reasonably be expected to know of its occurrence. Failure to act within said fourteen (14) day period, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his 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. An employee shall first discuss his grievance orally with his immediate superior. 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 to participate in said hearing. A written decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of the grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of his dissatisfaction with the determination.
7. A copy of the writing 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 Superintendent 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 Superintendent shall, in writing, advise the employee and his representative, if there be one, of his 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 Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the aggrieved party.

12. The appellant in his appeal to the Board shall have the right to appear unless he notifies the Board within seven (7) days that he does not so desire, in which event 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 aggrieved 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.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. If not settled at the Board stage, the grievance may, within 15 days thereafter be submitted by the Rutherford Education Association, to final and binding arbitration before an arbitrator experienced in school matters to be selected by mutual agreement of the parties. In the event such selection is not promptly agreed upon, the rules of the American Arbitration Association shall apply with regard to the selection of an arbitrator and the conduct of the arbitration proceeding.

The arbitrator's decision shall be in writing and shall set forth his findings, reasoning and conclusion(s) on the issue(s) submitted.

The arbitrator shall not have the authority to add to, modify or change any of the provisions of the agreement.

The arbitrator shall not make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this Agreement.

The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Association and the Board.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

15. In the event a grievance shall be filed by a principal or by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent 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 Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention by filing with the Secretary of the Board, a writing setting forth,

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.

18. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

19. All meetings and hearing under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

20. All employees shall be entitled to resort to the full procedure hereinabove set forth.

21. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. (Chapter 451, Laws of 1968)

Teacher Assignment

1. All teachers shall be given written notice of their salary schedules. Tentative schedules and assignments shall be posted in each school by June 15th.
2. The Superintendent shall assign all newly-appointed personnel to their specific positions within their subject area for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as possible.
3. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major fields of study, except in case of emergency and with consent of the teacher affected. In making any assignments, the Board shall give due consideration to preference of teachers, length of service in the school system, and any claim of hardship by the teachers in connection with any assignments.
4. The final authority to determine assignments is the Board of Education acting through the Superintendent.

Teacher-Administration Liaison

The faculty in each school shall elect a liaison committee if either teachers or principal so request. The committee shall meet with the principal at least once a month. They will review and discuss local school problems and practices, revision or development of building policies, and suggested areas for curriculum improvement.

Teacher Evaluation

- A.
 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. The teacher's formal written evaluation shall be made only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
 3. A teacher shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B.
 1. A teacher shall have the right upon request to review the contents of any evaluation contained therein. A teacher shall be entitled to have a representative accompany him during such review.
- C.
 1. Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.
 2. Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

G. 2 (continued):

- a. Such reports shall be issued in the name of the appropriate supervisor based on a compilation of reports of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
 - (1) Strengths of the teacher as evidenced during the period since the previous report.
 - (2) Weaknesses of the teacher as evidenced during the period since the previous report.
 - (3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- d. Withholding of Increments. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

The Superintendent shall have the power to recommend to the Board of Education the withholding of any salary increment and/or adjustment for inefficiency as determined by at least two successive evaluations indicating unsatisfactory performance or effectiveness or other good cause which may have an adverse affect on the performance or effectiveness of the teacher. Said successive evaluations must be at least six weeks apart so that an individual has an opportunity for correction.

Whenever the withholding of an increment is proposed by the Board, the individual concerned shall be given a written statement of reasons setting forth the particulars constituting the basis of said withholding. No such recommendation which is based on classroom performance shall be made by the Superintendent that is based on observation not conducted openly and with full knowledge of the teacher; neither shall any such recommendation, whether related to classroom performance or for other just cause, be made without notification to the teacher that a deficiency exists which may call for a recommendation for the withholding of an increment unless said deficiency is corrected forthwith.

Whenever the withholding of an increment is proposed, the individual involved shall have the right to appeal to the Board of Education and, upon filing in writing of a Notice of Appeal, setting forth the reasons why it is alleged that such action should not be taken, a hearing will be afforded by the Board to the aggrieved individual.

At such hearing the aggrieved individual shall have the right to be represented by counsel of his own choosing or by his duly designated representative.

From any adverse determination of the Board, the aggrieved shall have the right to appeal to the Commissioner of Education. The aggrieved party shall not have the right to request arbitration from any adverse determination of an evaluation indicating unsatisfactory performance or effectiveness or from any adverse determination of this Board or the Commissioner of Education. The aggrieved party may request arbitration with regard to any claimed failure on the part of the Board to follow the procedures for observation and evaluation, notification and/or appeal hearings provided for herein.

The term "increment" as used herein is intended to mean the next step on the salary guide at which step the aggrieved individual would be placed if the increment were not withheld. Where an increment is withheld, the individual in question shall remain at the same step on the salary guide as he was on for the previous year but shall receive the salary for that step on the guide for the year during which the increment is withheld even though that step shall be higher than the previous year.

It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

3. Any evaluation made of a non-tenure teacher shall not be subject to the Grievance Procedure and the willingness of the Board to permit discussion with reference to any such evaluation procedure shall not be deemed to constitute a waiver of the Board of its prerogatives relative to the employment and/or continued employment of such personnel. Nothing contained herein, however, shall be deemed to deny the right of a non-tenure teacher to file a grievance relative to the failure to follow the evaluation procedure, but the filing of such grievance shall not be deemed to grant to said employee the right to file a further grievance after said procedure shall have been fully followed.

4. Such supervisory reports are to be provided for non-tenure teacher at least four times each year.

5. Tenure teachers are to be evaluated at least once every two years. All procedures in A - 1,2,3 above, would be followed.

Promotions

A. Promotional positions are defined as follows:

- a. Positions paying a salary differential and/or positions on the administrative supervisory levels of responsibility.
- b. Learning Disability Teacher Consultants, Reading Specialists, Guidance Personnel, Special Education Teachers, Full Time Beadleston Tutors, Full Time E.S.L. Teacher, Speech Teachers.
- c. All vacancies in promotional positions shall be adequately publicized by the Superintendent 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. 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 Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept in the Superintendent's office for a period of one year from date of filing.

2. 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 Superintendent, together with the position (s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent 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, in addition, the Superintendent shall post a list of promotional positions to be filled during the summer in each school, and a copy of said notice shall be given to the Association.

B. In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.

C. A list of appointments shall be given to the Association indicating which positions have been filled and by whom.

D. In no event shall anyone seeking consideration to fill a promotional vacancy be considered if the vacancy in question requires a specific certificate and the applicant does not possess such a certificate.

E. The Board is willing to consider applications from the staff for any vacancies in promotional positions, the willingness of the Board to consider applications by the staff shall not be deemed to limit the absolute right of the Board to make the final determination as to who shall be promoted and, if in the sole and unlimited discretion of the Board the position in question can best be filled by an individual outside of the system, the Board shall have the right to fill such position with such individual and the action of the Board in such a determination shall not be subject to review under the Grievance Procedure

Involuntary Transfers and Reassignments

A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate superior, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative at such meeting. In connection with any involuntary transfer or reassignment, the Board will give due consideration to the desires of the teacher in connection with such transfer or reassignment.

C. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding so long as the transfer or reassignment is to a position which the teacher in question is certified to teach.

Voluntary Transfers and Reassignments

A. The Association shall formally submit to the Superintendent by the end of December a list of teachers interested in transfers, including type of position desired.

B. In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interest of the school system.

Specialists

When special teachers enter an elementary classroom the regular teacher shall be free to leave the room in order to utilize this time for professional development, if the specialist handles the entire class.

First year teachers must remain in order to achieve an effective correlation in the presentation of materials. Classroom teachers may elect to remain or specialists may, with the principal's approval, request the presence of the teacher during the lesson.

Teacher Working Conditions

A. The notice of an agenda for any faculty building meetings shall be given to the teachers prior to meetings, except in an emergency. The teachers shall have the opportunity to suggest items for the agenda at such meetings.

B. Teachers may leave the buildings without requesting permission during their scheduled duty-free lunch periods. Any teacher leaving during such period shall sign out.

School Calendar

In determining the school calendar the Board through the Superintendent will hold discussions and seek suggestions from the Association. Final approval of the school calendar rests with the Board.

Instructional Council

An Instructional Council shall be established no later than October 1, 1973 to consist of 4 members appointed by the Superintendent representing administration and 3 members appointed by the Association from among the instructional staff.

The purpose of the Council shall be to strengthen the educational program through recommendations to the Superintendent in such areas as curriculum improvement, teaching technique, co-curricular programs, in-service training, and pupil testing and evaluation.

The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, and administrators.

The Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of the meetings.

The Council shall meet once a month or more often as needed providing such meetings do not interfere with the normal operation of the school.

Extended Sick Leave

In the event an employee has used up his sick leave and has been out ill for more than five days, the Superintendent of Schools shall bring such cases to the Board of Education for a decision on whether the Board shall grant extended sick leave. Each case shall be based on the past record of the individual and each case shall be reviewed on its own merits.

In the case of an employee who is out ill for an extended period and is rapidly approaching depletion of his accumulated sick days, the Superintendent can bring this to the attention of the Board for possible immediate extension of time for said illness.

SABBATICAL LEAVE

Section I

General

The Sabbatical Leave Program is designed to help maintain instructional service at the highest level of quality by affording staff members the opportunity to further their professional development. While satisfactory service is a prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to teachers for their professional advancement so that they may better serve the local school district.

The granting of a sabbatical leave to any member of the professional staff of the Rutherford Public Schools shall be at the discretion of the Board of Education based upon the recommendation of the Superintendent.

The best criterion for judging a particular request for sabbatical leave is whether, in the final analysis, it will contribute to the improvement of the teaching service.

In these regulations the word "teacher" shall be considered as including all professional staff members as negotiated by the Rutherford Education Association.

- a. The grievance procedure shall not be applicable to any part of the Sabbatical Leave.
- b. The Sabbatical Leave will be in effect, as is, until the end of the 1978-79 school year.

Section II

Eligibility

1. Any teacher who has completed eight (8) or more years of continuous satisfactory service in the Rutherford Public Schools may, provided such applicant has not reached his or her 59th birth date, be granted a leave of absence for one half academic year or one full academic year, for study or research leading to professional advancement in an area directly connected with his or her work in the Rutherford Public Schools.

Subsequent leaves will not be authorized until one shall have reestablished eligibility by serving another period of eight (8) continuous years of successful service.

Section III

Number of Leaves Authorized

The Board may grant up to three sabbatical leaves during any given school year.

Section IV

Application for Leave

4.1. Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before January 1st of any year. If approved, such leave shall become effective at the beginning of the succeeding school year.

4.2. Applicants shall be made upon a regular form as prescribed by the Superintendent of Schools and shall state clearly the nature, purpose, and professional benefits of the proposed activity for which the sabbatical leave is requested.

This plan will include a complete statement of aims and objectives, demonstrating how this leave will improve the performance of the applicant, and the procedures, courses, travel plans, etc., whereby these objectives are to be achieved. A statement of graduate level candidacy acceptance into the course of academic study to be pursued by the applicant, from the academic institution where the sabbatical leave will be taken, shall be included where the sabbatical leave includes graduate study.

Activities For Which Sabbaticals May Be Awarded

In all instances, the activity must be related to enhancing the applicant's contribution to the educational program of the Rutherford Public Schools. Such activities could include one or more of the following:

1. Study in association with a recognized graduate institute or its equivalent, or in a planned program with recognized authorities.
2. Travel, when combined with study within or outside of regular educational institutions.
3. Research leading toward publication.
4. Writing for publication, when in subject field.

Each applicant shall be notified by the Superintendent in writing on or before March 1 of the year in which the application was filed of the decision of the Board concerning his or her application.

Forfeiture of Sabbatical Leave

If, in the judgment of the Superintendent, a staff member on a sabbatical program is not fulfilling the purpose for which the grant was made, each shall consult with the other, after which the Superintendent shall report his views to the Board. The Board may terminate the sabbatical leave after providing an opportunity for the staff member to be heard. At such a hearing, the staff member may be accompanied by representatives from the Rutherford Education Association who shall also have an opportunity to be heard.

Salary

1. The salary paid to a teacher on sabbatical leave shall be one half of the annual contractual salary to which he or she would have been entitled had the teacher not been on leave, less the regular deductions, or full salary for a sabbatical leave of one half of a school year, less the regular deductions.

2. Salary checks shall be issued to a person on sabbatical leave as per the salary payment policy for all professional personnel in the Rutherford Public School System.

Physical Examination

If an applicant for a sabbatical leave is favorably considered, the applicant will then present to the Superintendent a statement of condition of health from a licensed physician.

Subsequent Service

As a condition to being granted sabbatical leave, the teacher shall enter into a contract, as prescribed by the Board to continue in the service of the Rutherford Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.

If a teacher fails to continue in service after such leave of absence, said teacher shall repay to the Board of Education of Rutherford 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 this obligation for good and sufficient reasons by the Board of Education.

A teacher on sabbatical leave shall confirm to the Superintendent on or before April 1 of that year his or her intention to return to duty at the start of the following school year, and failure to give such notification by April 1 shall be conclusive evidence that said teacher does not wish to continue in the employ of the Board of Education of Rutherford.

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 shall continue as usual during such period. Tenure rights shall not be impaired. The period of time spent on sabbatical leave shall be counted for the purpose of salary increment and seniority, just as though the teacher had actively engaged in teaching.

Illness or Accident

In the event that the program of study or travel being pursued by a teacher on sabbatical leave shall be interrupted by serious accident to or illness to the teacher during such leave, as shown by satisfactory evidence submitted to the Superintendent, such an interruption shall not constitute a breach of the conditions of such leave, nor prejudice the teacher from receiving all rights and privileges provided for under the terms of this sabbatical leave policy, provided that the Superintendent was notified of such accident or illness within ten (10) days of its occurrence.

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. This presupposes, however, that conditions have not arisen that would have changed such teacher assignment and type of work had he or she remained in active service.

Report

A detailed report of the sabbatical leave must be made by the teacher within 2 months after resuming teaching duties following the leave. The report shall include all pertinent activities participated in, a detailed list of subjects pursued, an estimate of the value to the District, and a determination of how and when these values may be put into use within the district.

ARTICLE IIAssociation Rights and Privileges:

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time pertinent information concerning the financial resources of the school district. This is to include one copy of the annual audit and current school budget. At the beginning of each school year the Association shall be supplied with the names and addresses of all unit members.
- B. Whenever any representative of the Association or any employee under this contract participates during working hours in negotiations, grievance proceedings, conferences, or meetings called by the board and/or its representatives, he shall suffer no loss of pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings when school is not in session and facilities are available. The requests for said use shall be approved by the Superintendent. The Association shall have the right to call at least six meetings per year at 3:30 p.m., giving advance notice to the Superintendent. This section is null and void while on split or staggered session.
- D. The Association shall have in each school building a bulletin board in each faculty lounge.

ARTICLE III

TEACHING HOURS AND TEACHING LOAD

It is the agreement of both parties that concern for students is our primary concern, and therefore the length of the school day or week cannot be fixed with the dismissal bell or a fixed number of hours and minutes. Professional educators are expected to devote to their assignments the time necessary to meet their responsibilities.

As professional educators, teachers must concern themselves with such factors as the age level of students, their attention span, etc. It is also realized that teachers spend a great deal of time in professional activities outside the customary school day. Accordingly, it is therefore realized that a scheduled number of hours per week is not the full extent of a teachers' responsibility.

Teachers shall indicate their presence or absence in the building in the appropriate manner as set forth by the building principal.

1. The total in-school hours per week for secondary school teachers will be 35 hours inclusive of lunch.

The in-school work week for elementary teachers will be 36 hours inclusive of lunch.

2. Under the present junior high schedule, no teacher shall be assigned more than 5 teaching classes per day.

Under the present senior high schedule, no teacher shall be assigned more than 6 teaching periods per day.

For the purposes of this agreement, a study shall be considered a teaching period.

3. Whenever an emergency arises necessitating the coverage of classes, the principal may ask for this coverage among the faculty. The Association reserves the right to call to the attention of the building principal any abuses that may occur.

4. Participation in clubs and related activities, either during or after the normal school day, shall be considered a part of the teacher's professional obligations.

5. Teachers shall be expected to remain one day per week, preferably Monday, beyond the normal school day in order to attend administrative, departmental, or R.E.A. meetings. As has been the custom, meetings may be called for curriculum or in-service training. These meetings may extend beyond the normal school day.

6. An Association representative may speak to teachers at any building faculty meeting for a period of up to 10 minutes on request of the representative.

Working Conditions

Custodians, Maintenance Men and Matrons

Qualifications shall be the primary prerequisite for all job openings and when qualifications of candidate are considered equal the selection will be based on seniority. Notification of openings shall be forwarded to the president and secretary of the R.E.A.

- A. Notice of an involuntary transfer or reassignment shall be given to staff as soon as practicable.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the staff person involved and the immediate superior, at which time the staff person shall be notified of the reason therefor. In the event that a staff person objects to the transfer or reassignment at this meeting, upon the request of the staff person, the Superintendent shall meet with him. The staff person may, at his option, have an Association representative at such meeting. In connection with any involuntary transfer or reassignment, the Board will give due consideration to the desires of the staff person in connection with such transfer or reassignment.
- C. Regardless of any meeting which may occur relative to an involuntary transfer or reassignment, the decision of the Board acting through the Superintendent shall in all cases be final and binding so long as the transfer or reassignment is to be a position which the staff person in question is qualified.
- D. Custodians, maintenance men and matrons will be supplied with three uniforms per year. The employee will be responsible for the laundering of the uniforms.
- E. The Board will pay for the boiler licenses of custodians and maintenance men.
- F. When a custodian is recalled for overtime there will be a minimum of two hours overtime work.
- G. An employee recalled from his home to work at the school after completing his regular shift or prior to the commencement of his regular shift shall be guaranteed a minimum of two hours at time and one half, except when an employee is called in on Sunday for other than a building check he shall be compensated for a minimum of two hours at double time.
- H. The regular work week will be 40 hours per week.
- I. The regular work day shall be from 8:00 a.m. - 5:00 p.m. (1 hour for lunch)
- J. The work week shall begin at 12:01 a.m. Monday, and shall end on the next succeeding Monday at 12:00 a.m.

K. Time and one half the regular straight time rate will be paid in the following cases for all hours worked in excess of 40 hours in the work week and for all cases of call in except those occurring on Sunday. On Sunday, the overtime rate will be two times the regular straight time rate. Any overtime must be authorized by a person so designated by the Superintendent of Schools.

- * 1. The regular work day for custodians will be from 7:00 a.m. to 4:00 p.m. (1 hour for lunch). This is the first shift.
2. Second shift shall be from 10:00 a.m. to 7:00 p.m. (1 hour for lunch)- 8% differential.
3. Third shift shall be from 4:00 p.m. to 12:00 midnight (1 hour for lunch) - 10% differential.
4. The shift differential shall be paid only for hours worked on that shift.

* Due to staggered sessions, the beginning time for the first shift may be anytime from 6:00 to 8:00 a.m.

CUSTODIAN - MAINTENANCE - MATRON EVALUATION

All observations of the work performances of personnel shall be conducted openly and with full knowledge of the observed. The employee shall be given a copy of any evaluation report at least one (1) day before any conference to discuss it. The employee who has performed in an unsatisfactory manner will be advised promptly and given a verbal evaluation. Second and further offenses will be discussed with employee and his representative and a written report issued and filed. Disciplinary action may be taken if necessary. Any evaluation of a custodian-maintenance-matron person shall include specific suggestions as to measures which might be taken to improve his performance in each of the areas wherein weaknesses have been indicated.

RUTHERFORD PUBLIC SCHOOLS
TEACHERS' SALARY GUIDE, 1974 - 1975

Step	B. A. Level 1	B. A. +15 Level 2	M. A. Level 3	M. A. +15 Level 4	M. A. +30 Level 5
1	9,000	9,450	10,050	10,600	11,050
2	9,540	9,900	10,500	11,050	11,500
3	9,990	10,350	10,950	11,500	11,950
4	10,440	10,850	11,500	12,000	12,450
5	10,875	11,300	11,950	12,450	12,900
6	11,325	11,750	12,400	12,900	13,350
7	11,750	12,200	12,850	13,500	13,950
8	12,225	12,650	13,300	14,000	14,450
9	12,725	13,100	13,750	14,500	14,950
10	13,225	13,600	14,250	15,000	15,450
11	13,725	14,200	14,850	15,500	15,950
12	14,225	14,700	15,350	16,000	16,450
13	14,750	15,200	15,850	16,500	16,950
14	15,250	15,740	16,350	17,000	17,450
15			16,850	17,500	17,950
16					18,450

After 20 years of service in Rutherford School System to receive an additional \$300.00.

Those teachers paid at BA+30, BA+45, and BA+60 levels during the 1973-74 school year, shall receive the equivalent step on MA, MA+15, and MA+30 level indefinitely.

After September 1, 1975 no faculty can move beyond the BA+15 without a Masters Degree.

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS

NON-DEGREE SALARY GUIDE

1974 - 1975

<u>Step</u>	
1	\$ 8,032
2	8,364
3	8,687
4	9,029
5	9,361
6	9,693
7	10,026
8	10,358
9	10,690
10	11,023

After 20 years service in Rutherford School System to receive an additional \$300.00.

Salary increments are granted upon the recommendation of the Superintendent of Schools

Dietician	\$10,967
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After 20 years service in the Rutherford School System to receive an additional \$300.00.

Salary increments are granted upon the recommendation of the Superintendent of Schools.

SALARY GUIDE

1973 - - 1974

GUIDANCE

Guidance Counselors will work two weeks in addition to the classroom teachers' work schedule, at times approved by the principal. This will allow for consolidating student records and summary reports at the end of the school year, for issuing transcripts with recommendations through the summer, for advising with and scheduling new students who enroll during the summer and for checking and making needed changes in schedules of continuing students during the summer.

The index for guidance counselors who agree to the above program will be:

1.05 times proper step on the teacher's salary guide

School psychologist will work two weeks in addition to the classroom teacher's work schedule, at times approved by the Superintendent at a ratio of 1.10.

RUTHERFORD PUBLIC SCHOOLS

SECRETARIES SALARY GUIDE

1974 - 1975

Step	<u>School Secretary</u>			<u>Administrative Secy.</u>
	10 Month	11 Month	12 Month	12 Month
1	\$5,240	\$5,763	\$6,288	\$7,727
2	5,502	6,051	6,602	8,113
3	5,765	6,341	6,917	8,499
4	6,026	6,628	7,231	8,886
5	6,288	6,917	7,543	9,272
6	6,550	7,205	7,860	9,659
7	6,812	7,493	8,174	
8	7,074	7,781	8,489	
9	7,336	8,069	8,803	

After 20 years service in the Rutherford School System to receive an additional \$300.00.

Salary increments are granted upon the recommendation of the Superintendent of Schools.

RUTHERFORD PUBLIC SCHOOLS
 MAINTENANCE - CUSTODIANS - MATRONS - BUS DRIVERS
 SALARY GUIDE - 1974-75

Step	Matron	* Custodian	Bus Driver	Maintenance	
				Class "B"	Class "A"
1	\$5,225	\$7,962	\$8,460	\$9,207	\$10,203
2	5,474	8,212	8,709	9,456	10,451
3	5,722	8,460	8,958	9,704	10,699
4	5,972	8,709	9,207	9,953	10,947
5	6,221	8,958	9,456	10,203	11,195
6	6,470	9,207	9,704	10,451	11,443

1. After 20 years of service in the Rutherford School System all employees shall receive an additional \$300.00.

*2. No person in the employment of the Board of Education as of June 1, 1970 will at any time in the future be transferred involuntarily to the evening shift.

3. Employees working the second or third shift shall be paid the 8% or 10% differential respectively, when working these shifts.

4. Stipends will be paid as follows:

Head Custodian - Senior High School	\$400.00
Head Custodian - Junior High School	\$400.00
Head Custodian - Union School	\$300.00
Head Custodian - Pierrepont School	\$300.00

5. Classifications on the above scales will be determined according to the job description as set forth in policies and procedures.

RUTHERFORD PUBLIC SCHOOLS
ATHLETICS
SALARY GUIDE 1974-75

26.

Athletic Director	\$1,700
Football Head	1,600
Assistant	950
Assistant	950
Assistant	950
Assistant	950
Basketball Head	1,300
Assistant	800
Assistant	800
Baseball Head	1,150
Assistant	800
Assistant	800
Soccer Head	1,150
Assistant	800
Assistant	800
Track Head - Winter	850
Assistant	800
Track Head - Spring	1,150
Assistant	800
Assistant	800
Cross Country	800
Wrestling Head	1,150
Assistant	800
Tennis Head	800

RUTHERFORD PUBLIC SCHOOLS

GIRLS ATHLETICS

SALARY GUIDE 1974-75

Head Coaches:

Volleyball	\$450.00
Tennis	450.00
Basketball	450.00
Track & Field	450.00
Softball	450.00

SENIOR HIGH STUDENT BODY ACTIVITIES
SALARY GUIDE 1974 - 75

2 Class Sponsors - 12th - @ \$300	\$600.00
2 Class Sponsors - 11th - @ \$250	500.00
2 Class Sponsors - 10th - @ \$200	400.00
2 Intramurals @ \$400	800.00
Senior Play	425.00
Music (if a musical)	350.00
Choreographer (of Senior Play)	150.00
Stage Crew Director	425.00
Audio Visual	500.00
Yearbook Art & Literary	750.00
Business	400.00
Newspaper	400.00
Masquers Club (dramatics)	425.00
Forensic	400.00
G. O. Collector	500.00
Student Council	400.00
Cheerleaders - 2 @ \$400	800.00
Band Director	500.00
National Honor Society	150.00

RUTHERFORD PUBLIC SCHOOLS
JUNIOR HIGH STUDENT BODY ACTIVITIES
SALARY GUIDE 1974 -75

Audio Visual	\$500.00
Stage Crew Director	150.00
Dramatics - 2 @ \$175	350.00
G. O. Collector	200.00
4 Intramurals @ \$400	1,600.00
Student Council	350.00
Newspaper and Yearbook	500.00
Cheerleaders	400.00
Vocal Ensemble	175.00
Porta	150.00

SALARY GUIDE 1974-75

ELEMENTARY STUDENT BODY
ACTIVITIES

Band (aide in H. S. Band)	\$350.00
2 Intramurals @ \$300	600.00
Elementary Band	400.00

DEPARTMENT CHAIRMEN
Senior High

English	\$375.00
Social Studies	375.00
Science	375.00
Mathematics	375.00

Junior High

English	\$375.00
Social Studies	375.00
Science	375.00
Mathematics	375.00

Senior - Junior High Schools - Combination Position

Foreign Language	\$325.00
Physical Education	325.00
Art	275.00
Music	275.00
Business	225.00
Industrial Arts	175.00
Home Economics	175.00
Slow Learners	175.00

ARTICLE VIHEALTH BENEFITS PROGRAM

All personnel shall be entitled to full coverage Blue Cross/Blue Shield, Major Medical and Rider J, with the Board assuming the cost. In addition, the Board shall pay the entire cost of the family plan if the individual member so elects.

The 1975-76 teacher salary guide would be based upon the average of each step level for the Group 3 Districts in Bergen County who reach an agreement (1975-76) rounded off to the nearest \$25.00. This average would be computed on the basis of all Districts that have settled by June 15, 1975, provided that at least 10 Districts have settled. In the event 10 Districts have not settled by June 15, 1975, the computation will take place when 10 districts have settled. In the event there are not enough Districts in the Group 3 average to make the 16th Step of the MA + 30 statistically accurate, the average increase between the 14th and 15th step of the Average Guide will be computed and applied to the 15th Step to create a statistically accurate 16th Step. For the 1975-76 school year all steps on the salary guide will be determined as mentioned above, with the exception of step one on each level, which will be as follows: BA 9,400; BA + 15 - 9,875; MA - 10,550; MA+15 - 11,075; MA + 30 - 11,550.

* * * * *

All other members of the bargaining unit for the 1975-76 year (Custodians, secretaries, maintenance, matrons, non-degree, cafeteria director, and all co-curricular, athletic and departmental stipends) will be granted percentage increases to each level of their respective Salary Guides, an amount which would be the percentage increase of the Teachers' Salary Guide for said year.

The percent of increase of the teachers salary guide for the 1975-76 school year will be calculated as follows:

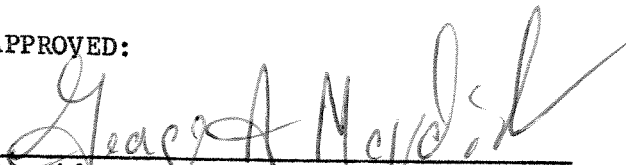
1. The 1974-75 salary guide will be totalled, that is to say, that all of the individual steps and columns will be added up.
2. The above process will be applied to the 1975-76 teachers salary guide.
3. The difference between the total of the 1975-76 salary guide and the 1974-75 salary guide will be divided by the 1974-75 salary guide total.
4. The percent established by the above procedure will be applied to each individual step of the 1974-75 salary guides for the aforementioned members of the bargaining unit to establish the 1975-76 salary guides.

GENERAL:

Except as this Agreement shall hereinafter or otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.


This Agreement shall become effective as of July 1, 1974 and shall continue in effect until June 30, 1976.

APPROVED:

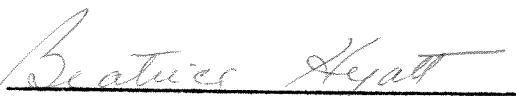


 President, Rutherford Education
 Association


APPROVED:



 President, Rutherford Board
 of Education



 Secretary, Rutherford Education
 Association



 Secretary, Rutherford Board
 of Education

June 4, 1974

 Date of Approval

6/7/74

 Date of Approval

Separability

If any provision 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.

PREAMBLE

This Agreement entered into this 8th day of April, 1974
by and between the Board of Education of the Borough of Rutherford, New Jersey,
hereinafter called the "Board" and The Rutherford Chapter of the New Jersey
School Food Service Association, hereinafter called the "Association".

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare
that providing and serving a quality lunch to the children of the Rutherford
School District is their mutual aim and,

WHEREAS, the Board has an obligation pursuant to Chapter 303,
P.L. of 1968 to negotiate with its employees relative to the terms and
conditions of employment and,

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

In consideration of the following mutual covenants, it is hereby
agreed as follows:

Article I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions for all regularly employed personnel including:

All cafeteria helpers

All cafeteria cooks

but excluding:

Dietician

- B. Unless otherwise indicated, the term "cafeteria employees" shall refer to all employees represented by the Association in the negotiating unit as above defined.

NEGOTIATIONS PROCEDURE

1. The parties agree to enter into collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of all employees for whom the Rutherford Chapter of the New Jersey School Food Service Association is authorized to negotiate. Such agreement so negotiated shall apply to all personnel for whom the Association is authorized to negotiate, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and approved by the membership of the Association.
2. Either the Board or the Association, upon written request, shall convene a meeting for the purpose of conducting negotiations. The request for the meeting when made by the Association, shall contain insofar as possible, a listing of all requests to be included in discussions to take place at the scheduled meeting. The discussions for the particular meeting in question shall not concern themselves with any other matter other than the matters listed by the Association in its requests for discussion.
3. Either side shall have the right to utilize the services of not more than two (2) consultants in its deliberations.
4. The negotiating teams on each side shall consist of not more than three (3) members with the right being given to either side to have one roving member who shall participate in discussions in the absence of any one of the regularly designated members.
5. In the event either side proposes to have a consultant at any of the negotiating sessions, it shall notify the other side forty-eight (48) hours in advance and upon such notification the side so notified shall have the right, if it so elects, to have its own consultant present.
6. Whenever tentative agreement is reached upon any provision to become incorporated in a contract, the parties shall endeavor to have said agreement reduced to writing and subject to approval by counsel for either side to recommend that said writing be incorporated as a part of the final draft of the agreement into between the parties and approved.
7. Minutes of the negotiation sessions shall be approved by both the Association and the Board negotiating committees, and signed by the chairman of each negotiating committee.

GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" means a complaint by any employee that, as to her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract;
- (b) In matters where a method of review is prescribed by State law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State law.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board.

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.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible.

The term "party" means an aggrieved employee, her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

The term "day" shall mean a calendar day.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within fourteen (14) calendar days of the occurrence complained of, or within fourteen (14) calendar days after she would reasonably be expected to know of its occurrence. Failure to act within said fourteen (14) day period, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present her own appeal or to designate a representative to appear with her at any step in 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. An employee shall first discuss her grievance orally with her immediate superior. A written decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit her grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of the grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of her dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished 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 Superintendent 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 Superintendent shall, in writing, advise the employee and her representative, if there be one, of his determination and shall forward a copy of said determination to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the aggrieved party.

12. The appellant in her appeal to the Board shall have the right to appear unless she notifies the Board within seven (7) days that she does not so desire, in which event 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 aggrieved parties thereto who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, her representative if there be one, and the Superintendent 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 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 303, Laws of 1968.

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 time 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 their own costs.

15. In the event a grievance should be filed by a principal or by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, she shall discuss her grievance initially with the Superintendent 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 Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth,

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.

18. 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 distribute so as to facilitate operation of the grievance procedure.

19. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofor referred to in this ARTICLE.

20. All employees shall be entitled to resort to the full procedure hereinabove set forth.

1. This contract shall be for the period September 1, 1974 to June 30, 1975.
2. Prior to employment, each prospective employee shall have a physical examination given by the School Physician.
3. Each employee shall become a member of the Public Employees Retirement System of the State of New Jersey.
4. The Board shall furnish two (2) uniforms yearly to each employee. Laundering to be done by the employee.
5. All personnel shall be entitled to full coverage Blue Cross/Blue Shield, Major Medical and Rider J, with the Board assuming the cost. In addition, the Board shall pay the entire cost of the family plan if the individual member so elects.
6. Each employee shall be allowed up to ten (10) sick days per contract year which shall be cumulative.
7. The following salary guide will be in effect for 1974-75:

	<u>Helpers-6 Hours Daily</u>	Average Hourly Pay
Step 1	\$2,800	\$2.59
Step 2	\$3,000	\$2.78
Step 3	\$3,200	\$2.96

	<u>Cooks-6½ Hours Daily</u>	Average Hourly Pay
Step 1	\$3,600	\$3.08
Step 2	\$3,800	\$3.25
Step 3	\$4,000	\$3.42

Tracy H. Eschman
 President, Rutherford Chapter
 N. J. School Food Service Association

Albert J. Mack
 President, Rutherford Board of
 Education

Artie Mae Mangels
 Secretary, Rutherford Chapter
 N. J. School Food Service Association

Rowell
 Secretary, Rutherford Board of
 Education