

PREAMBLE

This agreement entered into this 1st day of July, 2004, by and between the Board of Education of Rutherford, the Borough of Rutherford, New Jersey, hereinafter called the "Board", and the Rutherford Administrators Association, hereinafter called the "Association".

W I T N E S S E T H :

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.

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

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

The intent of this contract is to comply with all Affirmative Action Rules and Regulations.

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 the following:

Principals, Assistant Principals, Director of Special Services and Administrative Assistants to the Principal.

## ARTICLE II

### NEGOTIATIONS PROCEDURES

1. The parties agree to enter into collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974, and as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of all employees for whom the Rutherford Administrators Association is authorized to negotiate (such negotiations shall begin not later than dates issued by PERC, according to Chapter 123, Public Laws of 1974.) Any agreement so negotiated shall apply to all personnel for whom the Rutherford Administrators 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 Administrators 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 take place at the scheduled meeting. A 24 hour notice shall be given (whenever practical).
3. 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 to be entered into between the parties and approved.
4. 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.

ARTICLE III  
GRIEVANCE PROCEDURE

A. DEFINITIONS

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 Administrators 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 Employment 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, and 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.

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.

## B. 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/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 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. To initiate the grievance procedure, an employee shall file a request to discuss his/her grievance with his/her immediate supervisor within the time period set forth in section 1. 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. The hearing shall be conducted within fourteen (14) days of the filing of the request. 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;
  - (d) The remedy being sought must be stated.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal.
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 his/her representative.
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/her appeal to the Board shall have the right to appear unless he/she notifies the Board within seven (7) days that he/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 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 representative if there be one, the principal, assistant principal or the administrative assistant to the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
14. 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, he/she 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 is desired.

A copy of the writing 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 hearings under this procedure shall be conducted in private, 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 employee 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 the employee 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)

C. YEAR END GRIEVANCE

1. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, then the time limits set forth herein, could be reduced, upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE IV  
WORKING CONDITIONS

A. WORK YEAR

- \* Twelve month employees (Principals, Assistant Principals and Director of Special Services) shall have a period of employment from July 1, to June 30 during any contract year including four weeks vacation as agreed upon by the Principals and Superintendent of Schools, and the calendar holidays.
- \* The Administrative Assistants to the Principals at the elementary level work 10 1/2 months per year, plus three (3) more days per year as scheduled by the principals.

B. VACATION:

1. Each administrator will be given twenty (20) vacation days that begin in the first year of employment as an administrator. These days will be taken at the discretion of the superintendent.
2. Up to five unused vacation days shall carry over into the next school year, providing a maximum of twenty-five (25) vacation days for that year.
3. After 15 years - 1 additional day  
After 20 years - 2 additional days  
After 25 years - 3 additional days

These additional days are not cumulative.

ARTICLE V  
ADMINISTRATIVE VACANCIES

Promotion positions are defined as follows:

Positions paying a salary differential and/or position on administrative levels shall be publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, members of the Rutherford Administrators Association who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice.
2. The qualifications for the position, its duties and the rate of compensation shall be clearly set forth.
3. The final determination as to who shall be selected for the position in question shall in all events be that of the Board. Nothing herein contained shall be deemed to deny to the Board the right to fill the position from anyone outside the system in the event the Board determines that such an individual is best qualified to fill the position.

The decision of the Board of Education shall be final and binding in all such matters and no appeal may be taken from such a decision under the provision of the Grievance Procedure.

4. Initial salary for newly employed administrators will be mutually determined by the employee and the superintendent. The superintendent reserves the right to the final determination of this initial salary. Subsequent years' salary will be at the same rate of increase of others in the RAA.

ARTICLE VI

SALARY SCHEDULE

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Margaret Vaccarino	\$129,408	\$135,231	\$141,316
John Hurley	\$119,050	\$124,407	\$130,005
	1,100	1,100	1,100
	\$120,150	\$125,507	\$131,105
Richard Curci	\$109,725	\$114,663	\$119,823
Lynne Crawford	\$108,904	\$113,805	\$118,926
Steven Albin	\$108,524	\$113,408	\$118,511
Michael Cassidy	\$108,723	\$113,615	\$118,728
	1,100	1,100	1,100
	\$109,823	\$114,715	\$119,828
Kenneth Polakowski	\$103,679	\$108,345	\$113,221
	1,100	1,300	1,300
	\$104,779	\$109,645	\$114,521
William Mulcahy	\$ 92,184	\$ 96,332	\$100,667

ARTICLE VII

FRINGE BENEFITS

1. AUTOMOBILE REIMBURSEMENT

A mileage rate of \$.27 per mile shall be paid to any administrator using his/her private automobile on school business for the duration of this contract.

The principal of the WASAL schools will receive \$ 60.00 per month during the school year covered by this contract as a car allowance.

2. HEALTH CARE BENEFITS

- A. 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.
- B. Current and new staff shall have the option of declining coverage from the Board. The employee shall receive payment at the following rate:
  - a. \$4,000 decline Family and keep Member Only
  - b. \$3,000 decline Member & Spouse and keep Member Only
  - c. \$1,500 decline Member & Child and keep Member Only
  - d. \$1,000 decline Member Only

If a staff member declines all coverage, he/she would receive both the amount designated in a., b., or c., plus d.

Payment shall be bi-monthly and will be added to the payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change.

Individuals who elect to decline coverage will have the right to re-enroll for another coverage, should their family circumstances change such that they lose the coverage. These family circumstances include death, divorce, loss of job, or other event that results in the loss of insurance. Re-enrollment for any other reason can only occur during the open enrollment period. Re-enrollment is subject to the carrier's requirements. The effective date of coverage is subject to the carrier's requirements. Employees shall provide proof of alternate coverage to the Board.

3. DENTAL PLAN - The Board will pay the following amount:

Up to \$40.00 per month per employee for 1 party coverage. It is understood that if the cost of the individual plan is less than \$40.00, the individual does not receive the difference.

Dependent coverage (2 party or family) will remain available at a cost to the employee of the balance over and above the single coverage expense. Should the single coverage expense be less than \$30, the BOE will contribute the difference (up to \$30) towards the dependent coverage.

The Board will pay one (1) additional month's premium on the health and three (3) additional months' premiums on the dental plans for each retiree, with the medical plan exception of those TPAF or PERS employees who have 25 years or more of service.

For retiring employees wishing to continue applicable benefits, the Board of Education shall provide those benefits by complying with the current provisions of COBRA.

Any positive upgrading of the State Health Benefits package will be accepted by the Board and passed along to the staff when it occurs.

4. SICK DAYS

A. Unused Sick Days

A sick leave trade-in of days may be utilized by individual Administrators for the purchase of an annuity prior to retirement as per the following schedule:

- 1) After twenty (20) years of service as an administrator in Rutherford, the administrator may elect to have his/her accumulated sick days reduced by one hundred (100) days and receive \$6,000.00 which shall, after the applicable taxes are deducted therefrom, be used by the Board to purchase an annuity on behalf of the administrator. Said annuity will be purchased from one of the companies currently approved by the Board of Education.

OR

- 2) After twenty-five (25) years of service as an administrator in Rutherford, the administrator may elect to have his/her accumulated sick days reduced by one hundred (100) days and receive \$7,500.00 which shall, after the applicable taxes are deducted therefrom, be used by the Board to purchase an annuity on behalf of the administrator. Said annuity will be purchased from one of the companies currently approved by the Board of Education.

All other accumulated sick leave shall be reimbursed at the rate of \$35 per day, not to exceed \$10,500 as currently capped in the Administrator's contract, less the \$6,000.00 or \$7,500.00 previously paid, whichever is applicable.

If the sick leave trade-in of days option is not utilized prior to retirement, then upon retirement, payment for unused sick days shall be paid according to the following schedule for the duration of the contract:

1 - 100	days	at the per diem rate	of:	\$	55.00
101 - 200	days	at the per diem rate	of:	\$	60.00
201 - 300	days	at the per diem rate	of:	\$	65.00
			maximum limit:		\$15,500.00

#### B. Transfer of Sick Leave

Effective with this contract, no sick leave days will be transferred from other districts.

In the event an individual is ever granted additional sick leave by the Board due to an extended illness, etc., such leave would be deducted from the accumulated days prior to counting up his/her sick days upon retirement.

#### 5. LONGEVITY (for the duration of the contract)

Service in Rutherford:

After 20	years	-	\$	900 per year
After 25	years	-	\$	1,100 per year
After 30	years	-	\$	1,300 per year

Longevity is not cumulative and shall be pro-rated to the individual's anniversary date. Professional staff members who have accrued longevity as a teacher or supervisor within the Rutherford school system will continue to accrue longevity as an administrator. The years toward longevity do not have to be consecutive.

This benefit will be restored to the current administrators hired after February 1, 1996. This benefit will begin with the first year of this contract. No retroactive money will be paid to any administrator.

#### 6. MEMBERSHIPS

A \$ 300.00 fund will be established to cover the reimbursement of membership fees in various service organizations.

7. PERSONAL LEAVE

A. All unit members shall be eligible for 4 personal days per year. Personal days are not cumulative.

1. Bereavement

Up to three (3) days for death in the immediate family ("immediate family" is defined as husband, wife, children, and parents, grandparents, brothers, and sisters of either the husband or wife.)

2. Business

Up to four (4) days for personal business. The Superintendent reserves the right to check on Monday and Friday absences except for the one (1) personal day when no reason has to be listed.

B. Circumstances which may be approved are listed on the Application for Personal Day and include:

- Legal business which cannot be conducted outside of school hours
- Funeral (other than immediate family)
- Graduation in the immediate family
- Critical illness of someone in the immediate family or immediate household
- Observance of a religious holiday
- Home emergency
- Personal Day (1) (no reason necessary)
- Other (explanation necessary)

The application for personal day shall be submitted in advance to the Superintendent for approval. If, due to an emergency, advance notice is not possible, the school shall be notified immediately by telephone, and the application shall be filed as promptly as possible.

Personnel applying for personal days on a Monday or Friday must give a reason for such request to the Superintendent of Schools.

Applications for personal days that are not considered an emergency shall be submitted at least five (5) days in advance.

Personal day without reason cannot be used to extend a holiday or vacation.

Failure to follow the above guidelines will result in an automatic disapproval of said request.

C. Family Illness Bank

1. The one personal day without reason may be carried over into a family illness bank.
2. Family Illness Bank is not eligible for payment at retirement.

8. SECTION 125 PLAN

The Board will institute a Section 125 Plan for all Unit members at no cost to the employee.

## ARTICLE VIII

### WITHHOLDING OF INCREASES

The granting of any salary increase 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 increase and/or adjustment for inefficiency as determined by at least 3 successive evaluations indicating unsatisfactory performance or effectiveness or other good cause which may have an adverse affect on the performance or effectiveness of the administrator. Said evaluations must be conducted by November, January and March of the contract year so that an individual has an opportunity for correction. A pre-conference shall be held between the Superintendent and Principal prior to the actual writing of the evaluation, in order to discuss any concerns of either party and to share general impressions of the observations made to date. Said written evaluation must be followed by a conference after the Principal has received a copy of the evaluation.

Whenever the withholding of an increase 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 shall be made by the Superintendent that is based on observation not conducted openly and with full knowledge of the administrator; neither shall any such recommendation be made without notification to the administrator that a deficiency exists which may call for a recommendation for the withholding of an increase unless said deficiency is corrected forthwith.

Whenever the withholding of an increase 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.

It is the intent of both parties to incorporate this article into the evaluation procedures which will be developed.

ARTICLE IX

ADMINISTRATIVE RESPONSIBILITY IN THE EVENT OF TEACHERS STRIKE

The Rutherford Administrators Association agrees and abides by the principle that the Association and the Board of Education need to work in a cooperative spirit in all emergency crises.

In the event of a teacher strike, the Rutherford Administrators Association will continue to work in conjunction with the Board and fulfill all necessary emergency procedures the Board may choose to implement excepting those practices which fall within the realm and jurisdiction of a law enforcement agency, e.g.: The Serving of Summonses.

ARTICLE X

SECRETARIAL ASSISTANCE

Secretarial assistance will be provided for all Principals during the summer months including one secretary for the three small schools.

ARTICLE XI

DURATION OF AGREEMENT

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 contract shall be in effect from the period July 1, 2004 to June 30, 2007.

In the event that an agreement is not reached on a succeeding year's contract by the termination date of the present contract (June 30, 2007) all terms and conditions of the present contract shall remain in effect until a new agreement is reach and signed.

APPROVED:

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President

Rutherford Administrators

Association

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Secretary

Rutherford Administrators

Association

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Date of Approval

APPROVED:

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President

Rutherford Board of Education

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Secretary

Rutherford Board of Education

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Date of Approval