

PREAMBLE

This Agreement entered into this 15 day of June 1974
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".

Bergen County

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 represent-
ative 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:

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. Principals and Asst principals.
 2. Administrative Assistants to the Principals.
 3. Supervisor of Buildings and Grounds
 4. Curriculum Coordinator
 5. Dean of Students.

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 Administrators Association is authorized to negotiate. Such negotiations shall begin not later than October 15th of each calendar year. 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 should be given whenever practical.
3. Either side shall have the right to utilize the services of consultants in its deliberations.
4. 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 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 to be entered into between the parties and approved.
7. 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.

ARTICLE III

GRIEVANCE PROCEDUREDEFINITIONS

The term "grievance" means a complaint by any employee that, as to him, 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 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 included in this contract 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. 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 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.
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. In the event an employee is dissatisfied with the determination of the Board he 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 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. 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.

16. 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.

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

18. 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)

WORKING CONDITIONS

Twelve month employees (secondary principals, Vice-Principals of the High School and Administrative Assistant's to the Principal) 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.

Promotions

A. 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 principals and vice-principals and administrative assistant's to the Principals shall receive in writing a notice of said positions as far in advance as practicable. Principal or vice principal or administrative assistant to the principal who desires 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.

ARTICLE V.

ADMINISTRATIVE SALARY SCHEDULE

1974-75 and 1975-76

1. \$18,000 to \$30,000 - Principals
 \$17,000 to \$23,000 - Assistant and Vice Principal, Administrative Assistants to Principals, Curriculum Coordinator and Dean of Students
 \$14,000 to \$18,000 - Supervisor of Buildings and Grounds
2. All of the personnel within the above categories will receive an across the board 8% salary increase for the 1974-75 school year over their respective salaries for the 1973-74 school year with the exception of Dean of Students who will receive \$21,520.00. The present ratio system will become null and void.
3. An evaluative instrument will be designed to be implemented by December 1, 1974. Said instrument will be a collective effort of the Administration and will be started as quickly as possible.
4. Should the above instrument not be mutually acceptable by the Administration and Board by December 1, 1974, the salary raises for the 1975-76 school year would be across the board increases of 6% to 9%, subject to negotiations at that time.
5. As a part of the evaluative instrument, the following will become part of the said instrument:

Annual increases will be awarded under the following Classification Schedule:

- | | |
|----------------------|-----------|
| A. Classification 1: | 0 to 5% |
| B. Classification 2: | 6 to 9% |
| C. Classification 3: | 10 to 15% |

Determination as to Classification ratings shall be made by the Superintendent of Schools. Actual percentage increases within the recommended Classification grouping shall be made by decision of an Executive Salary Committee of the Board of Education in consultation with the Superintendent and subject to ratification by Board. This committee may consist, for instance, of the Board's Personnel Committee chairman, the Curriculum Committee chairman, and the General Negotiations Committee chairman with the Board President sitting as an ex officio member of this committee. Individual salary recommendations would be based primarily on performance, particularly in the basic Classification group ratings. Other factors would include, of course, relative scope of individual job responsibilities, basic staff salary costs, and related inputs.

The basic proposals on fringe benefits, etc., as contained in the present contract will be included in the proposed two year contract.

6. All administrators salaries are based on 12 month contracts.

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

Please see next page for conditions.

The salary Schedule for the Administrative Assistants is subject to the following conditions:

1. The positions are temporary and will be evaluated by the Board of Education annually as to whether they will be continued.

Responsibility for Administration of the Summer School shall be part of the specific responsibility of one or more of the following positions:

- a. Administrative Assistant
- b. Assistant Principals
- c. Dean of Students
- d. Curriculum Coordinator

The specific assignment (s) shall be made by the Superintendent of Schools.

ARTICLE III

All members of the Unit 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.

ARTICLE IV

12.

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 administrator. 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 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 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.

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

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 contract shall be in effect for the period July 1, 1974 to June 30, 1976.

APPROVED:

Eleanor J. Williams
 President, Rutherford
 Administrators Association

Dorothy M. Godlewski
 Secretary, Rutherford
 Administrators Association

APPROVED:

Albert J. Mack
 President, Rutherford Board of
 Education

Paul J. [unclear]
 Secretary, Rutherford Board of
 Education

6/26/74
 Date of Approval

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 Date of Approval

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