

*Contract*

AGREEMENT

between the

RUTHERFORD BOARD OF EDUCATION

and the

RUTHERFORD EDUCATION ASSOCIATION

LIBRARY  
Institute of Management and  
Labor Relations

*July 1, 1983*

RUTGERS UNIVERSITY

X July 1, 1983 - June 30, 1985

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## PREAMBLE

This Agreement entered into this 1st day of July, 1983 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."

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 custodians, maintenance personnel, school secretaries, secretaries in the Board of Education Office, electricians, plumbers, bus drivers, utility people, delivery personnel, SCE, Chapter I, ESL teachers, and aides,
- but excluding:
2. Principals, vice-principals, administrative assistants to the principal, and any other certificated regularly employed personnel exercising supervisory functions.

NEGOTIATIONS PROCEDURE

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, 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 the date established by P.E.R.C. (Chapter 123, Public Laws of 1974). 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 approved by the membership of the Rutherford Education Association.
2. 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.

A. Purpose of Fee

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

B. Amount of Fee

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

C. Deduction and Transmission of Fee

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

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin 30 days after the employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association. The employee shall give thirty days written notice to both the Board and Association.

E. Mechanics

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

F. Indemnification Clause

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

G. Certification

The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidently related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the majority representative.



GRIEVANCE PROCEDUREDEFINITIONS

A grievance shall be defined as, and limited to an interpretation, application or violation of policies or agreements affecting an employee or a group of employees or by the Rutherford Education Association on their behalf.

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 individual covered by this master contract.

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 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/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/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.
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/her grievance orally with his/her 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/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 his/her 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 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/her representative, if there be one, of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him/her 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/her, 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 employee, his/her 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 fifteen (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/her 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 written 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 an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the 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.
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/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview. (Chapter 451, Laws of 1968)

#### YEAR END GRIEVANCE

22. 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.

#### Teacher Assignment

1. All teachers shall be given written notice of their salary schedules. Tentative schedules and assignments shall be posted in each school when available with proper notification if any change occurs.
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.
3. 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. This committee shall be limited to these aforementioned areas.

Teacher Evaluation

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly, with full knowledge of the teacher, by a duly certificated person.
2. A teacher shall be given a copy of any evaluation report prepared by his/her 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. A teacher shall be entitled to have a representative accompany him/her during such review.
- C. 1. Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had (written) communication, including but not limited to all steps in Section 2 below, with said teacher regarding his/her performance as a teacher.
2. Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically using the evaluation form prescribed by the Board of Education.

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 effect 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 of the Commissioner of Education.

The term "increment" is intended to mean the next step on the salary guide where the aggrieved individual would be placed. Where an increment is withheld, the individual shall remain at the same step on the salary guide even though the dollar amount may 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.

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 with the adopted tenure teacher evaluation 6:3-1.21.

### Promotions

A. Promotional positions are defined as follows:

a. Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.

b. All vacancies, including 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 the 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 the receipt of all such applications.

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 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/her. The teacher may, at his/her option, have an Association representative at such meeting.
- 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 considered.

### 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.

The Superintendent of Schools shall make every effort to secure substitutes for specialists, handling entire classes, when they are out of school so that elementary teachers are not deprived of their preparation period(s).

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. Teachers shall sign out when leaving and sign in upon return.

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.

Extended Sick Leave

In the event an employee has used up his/her 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/her accumulated sick days, the Superintendent can bring this to the attention of the Board for possible immediate extension of time for said illness.

SABBATICAL LEAVESection IGeneral

Sabbatical leave is not a reward for past accomplishments, it is a privilege granted to teachers for their professional advancement.

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 and/or arbitration 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 1984-85 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/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/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

- 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 Application 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/her application.

### Forfeiture of Sabbatical Leave

If, in the judgement 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/her 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/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/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 or to 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/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. The report must be written in a format designed to be read by all faculty members.

Association 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/she 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.
- D. The Association shall have in each school building a bulletin board in each faculty lounge.

TEACHING HOURS AND TEACHING LOAD

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

1. a. The total in-school hours per day for secondary school teachers will be 7 hours, 12 minutes inclusive of lunch.
- b. The total in-school hours per day for teachers of grades 7 and 8 will be 7 hours, 12 minutes inclusive of lunch.
- c. The total in-school hours per day for elementary teachers will be 7 hours, 12 minutes inclusive of lunch.

2. All teachers shall have a 60 minute duty-free lunch period.
3. Under the present high school 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.

4. Whenever an emergency arises necessitating the coverage of classes, the principal may ask for this coverage among the faculty.
5. 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.
6.
  - a. 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.
  - b. Teachers will be expected to remain, an appropriate amount of time, after the end of the normal school day on Tuesdays through Thursdays for extra help when requested by the students.
  - c. Teachers may leave at student dismissal on Fridays.
7. In the event special education classes go to a lesser school day than the regular school day, the teacher lunch and preparation time shall be reduced proportionally. Teachers working under this arrangement would accordingly be allowed to leave after the appropriate time for student help. As per state law, the student contact hours would be the same as the regular student contact hours.
8. 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 CONDITIONSCustodians, Maintenance Personnel

Qualifications shall be the primary prerequisite for all job openings. Notification of openings shall be forwarded to the President 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/her. The staff person may, at his/her option, have an Association representative at such meeting.
- 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 as long as the transfer or reassignment is to be a position which the staff person in question is qualified.
- D. Custodians and maintenance personnel will be supplied with three uniforms per year. The employee will be responsible for the laundering of the uniforms. Safety shoes will be provided for all custodial and maintenance personnel. Safety shoes must be worn during working hours. The Board will not assume any responsibility for injury unless he/she is wearing his/her safety shoes.
- E. The Board will pay for the boiler licenses of custodians and maintenance personnel.
- F. When a custodian is recalled for overtime there will be a minimum of two hours overtime work.
- G. An employee recalled from his/her home to work at the school after completing his/her regular shift or prior to the commencement of his/her 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/she 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 Sunday at Midnight.
- 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 3:00 p.m. to 11:00 p.m. (1 hour for lunch) - 10% differential.
  - 4. The shift differential shall be paid only for hours worked on that shift.
- L. Snow Days - On days when schools are closed because of snow, each custodian, regardless of regular shift assignment, will report to his/her building on the day shift schedule for snow removal. All maintenance people will report to Pierrepont School at their regular starting time.
- M. Maintenance personnel shall receive \$40.00 per month as an allowance for use of automobile.

#### CUSTODIAN - MAINTENANCE 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.

GUIDANCE

Two (2) weeks summer work to be paid at 5% of base salary.

Only high school guidance to work additional time in the summer. Summer work is at the discretion of the Superintendent of Schools

Guidance Chairperson

The Director of Guidance shall be designated Guidance Chairperson. He/she shall receive the same stipend as all other department chairpersons. Since the time is more loosely structured, no periods will be given for departmental duties.

The Guidance Chairperson shall receive 10% of his/her base salary for one month's summer work whenever such work is performed.

HEALTH 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 Board will pay \$22.00 monthly for the dental plan, per employee for the duration of this contract.

The Board will pay 3 additional month's premiums on dental and health plans for each retiree.

The Board shall provide for all employees upon retirement the privilege of continuing medical and all other applicable benefits at the employee's expense, provided this is legal.

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

Unused Sick Days

Employees shall receive payment for unused sick days according to the following schedule. Payment will be made only upon retirement from the Rutherford Schools.

1 - 100 days at the rate of \$10.00 per day  
101 - 200 days at the rate of \$15.00 per day

maximum limit: \$2,500.00

RUTHERFORD PUBLIC SCHOOLS  
TEACHER SALARY GUIDE  
 1983-84

<u>Step</u>	<u>BA Level I</u>	<u>BA+15 Level II</u>	<u>MA Level III</u>	<u>MA+15 Level IV</u>	<u>MA+30 Level V</u>
1	\$14,428	\$15,316	\$15,952	\$16,725	\$17,409
2	15,028	15,916	16,592	17,387	18,071
3	15,679	16,567	17,286	18,105	18,789
4	16,328	17,218	17,969	18,824	19,505
5	17,048	17,969	18,754	19,574	20,293
6	17,765	18,721	19,505	20,360	21,044
7	18,482	19,471	20,259	21,146	21,863
8	19,266	20,259	21,112	21,999	22,751
9	20,053	21,112	21,932	22,856	23,640
10	20,840	21,932	22,785	23,743	24,529
11	21,692	22,785	23,640	24,632	25,416
12	22,546	23,674	24,562	25,553	26,339
13	23,538	24,632	25,518	26,510	27,329
14	24,632	25,688	26,578	27,466	28,218
15	25,688	26,749	27,637	28,457	29,141
16	26,866	28,029	28,696	29,414	30,028
17			30,130	30,953	30,951
18					32,590

After 20 years of service in the Rutherford Public School System to receive an additional \$500.00.

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

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

RUTHERFORD PUBLIC SCHOOLS  
TEACHERS SALARY GUIDE  
1984 - 1985

<u>Step</u>	<u>BA Level I</u>	<u>BA+15 Level II</u>	<u>MA Level III</u>	<u>MA+15 Level IV</u>	<u>MA+30 Level V</u>
1	\$15,068	\$16,034	\$16,685	\$17,502	\$18,248
2	15,727	16,694	17,388	18,230	18,976
3	16,386	17,354	18,091	18,958	19,704
4	17,096	18,064	18,848	19,741	20,487
5	17,803	18,774	19,593	20,525	21,268
6	18,588	19,593	20,449	21,343	22,127
7	19,370	20,413	21,268	22,200	22,946
8	20,152	21,230	22,090	23,057	23,839
9	21,007	22,090	23,020	23,987	24,807
10	21,865	23,020	23,914	24,921	25,776
11	22,723	23,914	24,844	25,888	26,745
12	23,652	24,844	25,776	26,858	27,713
13	24,583	25,813	26,781	27,862	28,719
14	25,665	26,858	27,824	28,906	29,799
15	26,858	28,009	28,980	29,948	30,768
16	28,009	29,166	30,134	31,028	31,774
17	29,015	30,271	31,289	32,072	32,741
18			32,540	33,429	33,748
19					35,197

After 20 years of service in the Rutherford School System to receive an additional \$500.00.

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

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

RUTHERFORD PUBLIC SCHOOLS  
NON DEGREE GUIDE  
1983-84 - 1984-85

<u>Step</u>	<u>1983-84</u>	<u>1984-85</u>
1	\$12,196	13,172
2	13,172	14,226
3	14,393	15,544
4	14,989	16,188
5	15,568	16,813
6	16,181	17,475
7	16,776	18,118
8	17,369	18,759
9	17,966	19,403
10	18,563	20,048
11	19,154	20,686
12	19,586	21,153

After 20 years service in the Rutherford School System to receive an additional \$500.00.

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

RUTHERFORD PUBLIC SCHOOLS  
 DEPARTMENT CHAIRPERSONS  
 SALARY GUIDE 1983-84 - 1984-85

	<u>1983-84</u>	<u>1984-85</u>
Major Departments - Base	\$675	\$675
Each Member	50	50
English		
Social Studies		
Science		
Mathematics		
Foreign Languages		
Physical Education		
Art		
Music		
Business		
Industrial Arts		
Home Economics		
Slow Learner		
Special Services		
Guidance		
Computer Coordinator	\$2,000	\$2,000

RUTHERFORD PUBLIC SCHOOLS  
SECRETARIAL SALARY GUIDE  
1984 - 1985

<u>Step</u>	<u>10 Mo.</u>	<u>11 Mo.</u>	<u>12 Mo.</u>	<u>Admin.</u>	<u>Supts. Secry.</u>
1	\$ 8,742	\$ 9,623	\$10,496	\$12,892	\$13,800
2	9,150	10,068	10,982	13,492	14,904
3	9,592	10,551	11,510	14,143	15,552
4	10,072	11,075	12,081	14,849	16,200
5	10,554	11,604	12,659	15,562	16,848
6	11,029	12,132	13,234	16,261	17,496
7	11,510	12,659	13,806	16,653	18,144
8	11,989	13,187	14,386	17,676	18,792
9	12,468	13,699	14,961	18,381	19,440
10	12,947	14,242	15,536	19,087	20,174
11	13,424	14,770	16,109	19,841	20,909
12	13,902	15,302	16,684		
13	14,378	15,830	17,258		
14	14,966	16,454	17,918		

After 20 years service in the Rutherford School System to receive an additional \$500.00.

Vacation after 15 years shall be 20 working days for 12 month employees prorated for all others.

Professional Development Program Certificate:

- First Certificate - Stipend of \$100 per year
- Second Certificate - Stipend of \$200 per year
- Third Certificate - Stipend of \$300 per year

The stipends are not cumulative-rather they are paid as per certificate. Stipends are to be paid when certificate is received. Prior notification of receipt of certificate must be given to Superintendent of Schools.

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

RUTHERFORD PUBLIC SCHOOLS  
SECRETARIAL SALARY GUIDE  
1983 - 1984

<u>Step</u>	<u>10 Mo.</u>	<u>11 Mo.</u>	<u>12 Mo.</u>	<u>Admin.</u>	<u>Supt. Secry.</u>
1	\$ 8,433	\$ 9,279	\$10,122	\$12,435	\$13,800
2	8,841	9,724	10,608	13,035	14,400
3	9,283	10,207	11,135	13,686	15,000
4	9,727	10,695	11,667	14,343	15,600
5	10,165	11,182	12,197	14,987	16,200
6	10,608	11,667	12,724	15,348	16,800
7	11,050	12,154	13,259	16,291	17,400
8	11,491	12,626	13,789	16,941	18,000
9	11,933	13,126	14,319	17,592	18,680
10	12,372	13,613	14,847	18,287	19,360
11	12,813	14,103	15,377		
12	13,252	14,590	15,906		
13	13,794	15,165	16,514		

After 20 years service in the Rutherford School System to receive an additional \$500.00.

Vacation after 15 years shall be 20 working days for 12 month employees prorated for all others.

Professional Development Program Certificate:

First Certificate - Stipend of \$100 per year  
 Second Certificate - Stipend of \$200 per year  
 Third Certificate - Stipend of \$300 per year

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



RUTHERFORD PUBLIC SCHOOLS  
CUSTODIAL SALARY GUIDE  
BUS DRIVER-MAINTENANCE  
 1983-84

<u>Step</u>	<u>Messgr.</u>	<u>Matron/ Custod.</u>	<u>12 Mo. Bus Driver</u>	<u>10 Mo. Bus Driver</u>	<u>Class B</u>	<u>Class A</u>
1	\$ 9,763	\$13,500	\$14,658	\$12,215	\$15,758	\$17,566
2	10,184	13,919	14,955	12,463	16,174	17,981
3	11,765	14,374	15,277	12,731	16,625	18,431
4	12,221	14,830	15,598	12,998	17,079	18,880
5	12,678	15,277	16,178	13,481	17,527	19,329
6	13,133	15,727	16,625	13,854	17,977	19,776
7	13,590	16,177	17,079	14,232	18,431	20,225
8		16,720	17,621	14,684	18,973	20,768

After 20 years of service in the Rutherford School System all employees shall receive an additional \$500.00.

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.

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

Stipends will be paid as follows:

Head Custodian - High School	\$1,759
Head Custodian - Union School	767
Head Custodian - Pierrepont School	767

Vacation after 15 years shall be 20 working days for 12 month employees, prorated for all others.

Effective July 1, 1983 all new bus drivers hired will be on a ten-month contract

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

RUTHERFORD PUBLIC SCHOOLS  
CUSTODIAL SALARY GUIDE  
BUS DRIVER-MAINTENANCE  
 1984-85

<u>Step</u>	<u>Messgr.</u>	<u>Matron/ Custod.</u>	<u>12 Mo. Bus Driver</u>	<u>10 Mo. Bus Driver</u>	<u>Class B</u>	<u>Class A</u>
1	\$10,172	\$14,229	\$15,607	\$13,005	\$16,681	\$18,644
2	10,593	14,648	15,904	13,253	17,097	19,059
3	11,050	15,102	16,226	13,521	17,549	19,509
4	12,765	15,596	16,576	13,813	18,038	19,998
5	13,260	16,091	16,924	14,103	18,531	20,485
6	13,756	16,576	17,553	14,627	19,017	20,972
7	14,249	17,064	18,038	15,031	19,505	21,457
8	14,745	17,552	18,531	15,442	19,998	21,944
9		18,141	19,119	15,932	20,586	22,533

After 20 years of service in the Rutherford School System all employees shall receive an additional \$500.00.

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.

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

Stipends will be paid as follows:

Head Custodian - High School	\$1,847
Head Custodian - Union School	805
Head Custodian - Pierrepont School	805

Vacation after 15 years shall be 20 working days for 12 month employees, prorated for all others.

Effective July 1, 1983 all new bus drivers hired will be on a ten month contract.

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

RUTHERFORD PUBLIC SCHOOLS  
AIDES GUIDE  
1983-84 - 1984-85

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Step 1	\$3.75
Step 2	4.00
Step 3	4.25
Step 4	4.50
Step 5	4.75
Step 6	5.00
Step 7	5.25

One personal day shall be allowed per school year.

RUTHERFORD PUBLIC SCHOOLS  
HIGH SCHOOL STUDENT BODY ACTIVITIES  
SALARY GUIDE 1983-84 - 1984-85

	<u>1983-84</u>	<u>1984-85</u>
2 Class Sponsors - 12th @ \$509 - \$534	\$1,018	\$1,068
2 Class Sponsors - 11th @ \$423 - \$444	846	888
2 Class Sponsors - 10th @ \$339 - \$356	678	712
1 Class Sponsor - 9th	234	246
6 Intramurals @ \$680 - \$714	4,080	4,284
Senior Play Director	722	758
Senior Play Music Director (if musical)	595	625
Senior Play Choreographer	255	268
Stage Crew Director	933	980
Vocal Ensemble (Special Chorus)	297	312
Audio Visual	1,274	1,338
Yearbook-Art and Literary	1,274	1,338
Yearbook-Business	680	714
Newspaper	680	714
All School Play Director	722	758
Forensic	680	714
G.O. Collector	1,061	1,114
Student Council	1,084	1,138
Band Director	1,500	1,575
Band (Aide H.S. Band)	499	524
Band Front Director *	475	499
6 Cheerleader Coaches @ \$340 - \$357	2,040	2,142
Fall Varsity, Fall J.V.		
2 Winter Varsity		
2 Winter JV		
Advisor to Math Team	347	364
National Honor Society	255	268

RUTHERFORD PUBLIC SCHOOLS  
ATHLETICS  
SALARY GUIDE 1983-84 - 1984-85

	<u>1983-84</u>	<u>1984-85</u>
Athletic Director	\$2,886	\$3,030
Football Head	2,718	2,854
Assistant	1,613	1,694
Assistant	1,613	1,694
Assistant	1,613	1,694
Assistant	1,613	1,694
Boys Basketball Head	2,208	2,318
Assistant	1,360	1,428
Assistant	1,360	1,428
Girls Basketball Head	2,208	2,318
Assistant	1,360	1,428
Baseball Head	1,954	2,052
Assistant	1,360	1,428
Assistant	1,360	1,428
Girls Softball Head	1,954	2,052
Assistant	1,360	1,428
Assistant	1,360	1,428
Soccer Head	1,954	2,052
Assistant	1,360	1,428
Assistant	1,360	1,428
Boys Indoor Track Head	1,954	2,052
Assistant	1,360	1,428
Girls Indoor Track Head	1,954	2,052
Boys Spring Track Head	1,954	2,052
Assistant	1,360	1,428
Assistant	1,360	1,428
Girls Spring Track Head	1,954	2,052
Assistant	1,360	1,428
Boys Cross Country Head	1,954	2,052
Girls Cross Country Head	1,954	2,052
Wrestling Head	2,208	2,318
Assistant	1,360	1,428
Assistant	1,360	1,428

	<u>1983-84</u>	<u>1984-85</u>
Volleyball Head	\$1,954	\$2,052
Assistant	1,360	1,428
Swimming Head	1,954	2,052
Equipment Manager/Trainer	2,208	2,318
Boys Tennis Head	1,954	2,052
Assistant *	1,360	1,428
Girls Tennis Head	1,954	2,052
Assistant	1,360	1,428

RUTHERFORD PUBLIC SCHOOLS  
 ELEMENTARY SCHOOL STUDENT BODY ACTIVITIES  
 SALARY GUIDE 1983-84 1984-85

	<u>1983-84</u>	<u>1984-85</u>
Elementary Band - Union	\$680	\$714
Elementary Band - Pierrepont	680	714
Intramurals - Union	508	533
Intramurals - Pierrepont	508	533
Safety Patrol Advisor - Union	203	213
Safety Patrol Advisor - Pierrepont	203	213
Yearbook Advisor - Union	203	213
Yearbook Advisor - Pierrepont	203	213
Student Council - Union	203	213
Student Council - Pierrepont	203	213
Choral Director - Union	203	213
Choral Director - Pierrepont	203	213
Newspaper - Pierrepont	159	167
Paper Basket - Union *	125	131
School Store - Pierrepont *	125	131

37.

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, 1983 and shall continue in effect until June 30, 1985.

APPROVED:

APPROVED:

\_\_\_\_\_  
President, Rutherford Education  
Association

\_\_\_\_\_  
President, Rutherford Board of Education

\_\_\_\_\_  
Secretary, Rutherford Education  
Association

\_\_\_\_\_  
Secretary, Rutherford Board of Education

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
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.