

AGREEMENT

EAST RUTHERFORD BOARD OF EDUCATION

With

EAST RUTHERFORD EDUCATION ASSOCIATION

2021-2022

2022-2023

2023-2024

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PREAMBLE

This Agreement entered into as of July 1, 2021, by and between the Board of Education of East Rutherford, County of Bergen, New Jersey, hereinafter called the "Board" and the East Rutherford Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to 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 the Agreement,

In consideration of the following mutual covenants IT IS HEREBY AGREED as follows:

**PART I – GENERAL PROVISIONS**

ARTICLE I

RECOGNITION & DEFINITIONS

A. The Board hereby recognizes the Association as exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all personnel recognized by this Agreement, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including: Teachers and SCPs, as defined below, but excluding the Chief School Administrator, Principals, Director of Student Services, Supervisor of Technology and Instruction, confidential employees, custodial and maintenance personnel and bus drivers.

B. Unless otherwise indicated, the term "Employee" shall refer to all professional employees represented by the Association in the negotiating unit as set forth in Article I.A.

C. The term "Teacher" shall mean certified personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including classroom teachers, coaches, extra/co-curricular advisors, coordinators, nurses, guidance counselors and librarians.

D. The Term "SCP" shall mean secretaries, clerks and paraprofessionals, whether under contract, part-time or full-time, on leave, on a per diem basis, employed or to be employed by the Board.

E. Prior to September 30 of each year, or at least thirty (30) days prior to the Association's rights to negotiate a successor Agreement as provided in Article II hereof, the Association will submit proof to the Board that it is still the majority representative of the negotiating unit as defined above.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974.

B. Negotiations will begin not later than December 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires. In the event either party desires a change in the current Agreement, notice should be given to the other party by Certified Mail, return receipt requested, to be received not later than December 1<sup>st</sup>, setting forth which Articles are to be negotiated, it being understood that every Article to be so negotiated must be specifically set forth in said notice. If such notice is not received by the other party by December 1<sup>st</sup> as aforesaid, the terms and conditions of this Agreement will continue for a full year following its expiration date.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument mutually agreed upon in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. The term "grievance" means any alleged violation of a term or condition of employment and/or an inequitable, improper or unjust application, interpretation or violation of a policy, Agreement, or administrative decision affecting said Employee or Employees. See Article 1.A.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instance:

The failure or refusal of the Board or Chief School Administrator to renew a contract of a non-tenured Employee.

3. 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.

4. 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.

5. The term "party" means an aggrieved Employee, his/her immediate superior, the school principal, or any staff member below the Chief School Administrator who may be



affected by the determination of the Chief School Administrator in connection with the procedure herein established.

6. The term "day" shall mean a regularly scheduled day when school is actually in session.

B. Procedure

1. Any aggrieved Employee shall institute action under the provisions hereof within thirty (30) days of the occurrence complained of or within thirty (30) days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An Employee or his/her representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal. The aggrieved person and/or his/her representative shall have access to all written records within his/her own personnel folder in the presence of an administrator within 48 hours of the request.

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. 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. The aggrieved party shall file a written grievance with the school principal where the grievance originated. A hearing shall be scheduled by aggrieved party's immediate superior within 15 days following the receipt of written grievance. 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 participate in said hearing. A decision shall be rendered within ten (10) days of hearing.

6. If the grievance is not resolved or a decision rendered to the Employee's satisfaction within ten (10) days from the determination referred to in Paragraph 5 above, the Employee shall submit his/her grievance to the Chief School Administrator, 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. All dates (date of occurrence, date of filing, date of prior decision, date of appeal, etc.)
- e. Identification of the specific provision(s) of the Agreement, specific Board Policy, and/or specific administrative decision involved; and
- f. The remedy sought by the grievant(s).



If the grievance is not submitted to the Chief School Administrator within ten (10) days, the matter will automatically be considered resolved.

7. A copy of the written documents 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 Chief School Administrator 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 Chief School Administrator shall, in writing, advise the Employee and his/her representative, if there is 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 Chief School Administrator to act in accordance with the provisions of Paragraphs 8 and 9, or in the event a determination by the Chief School Administrator in accordance with the provisions thereof is deemed unsatisfactory, within ten (10) days of the failure of the Chief School Administrator to act or within ten (10) days of the determination by him/her, the aggrieved Employee may appeal to the Board.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in Paragraphs 6 and 9, and a further statement in writing, setting forth the appellant's dissatisfaction with the Chief School Administrator's action. A copy of said statement shall be furnished to the Chief School Administrator.

12. If the appellant, in his/her appeal to the Board, does not request a hearing, 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 adverse 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 on a date and at a time agreed upon by both parties. Said hearing must be held within thirty (30) days following receipt of appellant's written request.

13. The Board shall make a determination within thirty (30) days from the date of said hearing or meeting regarding the grievance and shall, in writing, notify the Employee, his/her representative, if there is one, the principal, and the Chief School Administrator 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/she shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974. A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved Employee and the Board shall mutually agree upon a longer 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 his/her own costs.

15. In the event a grievance should be filed by any 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 Chief School Administrator, 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 Chief School Administrator, the aggrieved Employee shall file a written grievance with the Chief School Administrator, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. All dates (date of occurrence, date of filing, etc.)
- d. Identification of the specific provision(s) of the Agreement, specific Board Policy, and/or specific administrative decision involved; and
- e. The remedy sought by the grievant(s).

If the grievance is not submitted to the Chief School Administrator within ten (10) days, the matter will automatically be considered resolved.

17. Upon the receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraph 8.

18. All Employees shall be entitled to resort to the full procedure herein above set forth.

19. When an aggrieved party is not represented by the Association, the Association President or Vice President shall have the right to be present and to state the Association's views at all stages of the grievance procedure.

20. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement. In the event a grievance is filed at such time that it cannot be processed through all of 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 the party in interest, the time limits set forth herein shall be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

## ARTICLE IV

### EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every Employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. Whenever any Employee is required to appear before the Chief School Administrator, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that Employee in his/her office, position or employment or the salary or any increments pertaining thereto, then said Employee shall be given prior written notice of the reasons for such meeting, or interview, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. Teachers shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the East Rutherford School District based upon his/her professional judgment of available school criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without consultation with the Teacher.

E. Criticism of Employees: It is the desire of the Board that any reprimand of an Employee staff member not be done at public gatherings.

F. The Board shall provide each new Employee all information necessary for employment, including available health insurance and a copy of the proposed contract Agreement within the first five (5) working days.



## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives may use school buildings at all reasonable hours for meetings, provided (1) the principal of the building in question has been notified in advance of the time and place of all such meetings, and (2) the principal has approved the use of the school building.

B. The Association may use school facilities and equipment including typewriter, computers (excepting those with access to confidential documents or information), mimeographing machines, other duplicating equipment, calculating machines, at reasonable times, when such equipment is not otherwise in use. However, the prior approval of the principal or his/her designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.

C. The Association may have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the prior approval of the Chief School Administrator.

D. The President of the Association shall be allowed one (1) free period a week in which to conduct official Association business in addition to ARTICLE XIV, Section D through I.

E. The Board shall provide 45 minutes of release time (two times a year), for general membership meetings of the Association. The first will be on the first day teachers report to work and the second will be after student dismissal on a one session day during the week leading up to the last day of school.

## ARTICLE VI

### SALARIES

A. The salaries of all Employees are set forth in Appendices A, B, C, and D, which are incorporated herein by reference.

B. Each Teacher may be placed on any step of the salary schedule, limited only by the following:

1. Up to four (4) years of military service shall be recognized as equivalent years of service on the guide.

2. A Teacher new to the East Rutherford School District shall not be employed at a salary larger than any presently employed teacher having the same experience and degree level, based on a college transcript.

C. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Twelve (12) month Employees shall be paid in twenty four (24) equal semi-monthly installments. Any changes to payroll deductions shall be made in writing to the Board Secretary.

D. Employees may, individually, elect to have any amount of their monthly salary deducted from their pay. These funds shall be deposited in the North Jersey Federal Credit Union, 711 Union Blvd., Totowa, New Jersey. Changes will be allowed the week prior to the school year.

E. The Board shall provide direct deposit for each Employee.

F. Teachers shall be paid at the rate of \$50.00 per hour for home instruction or tutoring.

G. The Board reserves the right to withhold any increment in accordance with Title 18A:29-4.

## ARTICLE VII

### ONE SESSION DAYS

A. Except as noted in paragraph B below, there will be four (4) one session days, which shall be the day before the Holiday Recess, the day before the Spring Recess, the day before Memorial Day weekend recess, and the day before Thanksgiving.

B. In the event any back-to-school nights are scheduled by the Board, a one-session day will be scheduled for the day of the back-to-school night for all in-district students. Teachers assigned to school building(s) having the back to school night will have a one-session day the day of the back-to-school night. Teachers assigned to a school that is not having a back to school night that day will work a full day.

## ARTICLE VIII

### TEMPORARY LEAVE OF ABSENCE

Employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

A. Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during the school hours. Prior approval of the Employee's Principal or immediate supervisor is required prior to taking such leave, and application to the Employee's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of an emergency). Personal days for Teachers shall not be used contiguous to periods where schools are closed more than four (4) consecutive calendar days including weekends.



B. Unused personal days will be credited to the Employee's accrued sick leave.

C. Up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of State and National affiliated organizations without compensation.

D. Up to five (5) days at any one time in the event of death of an Employee's spouse, domestic partner, as defined in the Domestic Partnership Act, N.J.S.A. 26:8A-1, et seq., child, grandchild, parent, grandparent, brother or sister; up to three (3) days at any one time in the event of death of an Employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-parents.

E. Employees shall be granted one (1) day in the event of death of an Employee's relative outside the Employee's immediate family as defined above.

F. In the event of the death of an Employee or student in the East Rutherford School District, the principal or immediate supervisor of said Employee or student shall grant to an appropriate number of Employees sufficient time off to attend the funeral.

G. Bereavement leave as defined in Paragraphs D & E above shall be taken within two calendar weeks of the death except one day may be preserved for use at a subsequent memorial, cremation or internment ceremony.

H. Up to a total of five (5) days at the end of a school year and/or at the beginning of a school year, as may be required, to attend summer school classes and/or to travel to the place where such classes are to be held, at the discretion of the Board.

I. Other leaves of absence with pay may be granted by the Board for good reason.

J. Leaves taken pursuant to Section I above shall be in addition to any sick leave to which the Employee is entitled.

K. Employees who work twelve (12) months shall be entitled to twelve (12) sick days per year which shall be cumulative. All other categories shall be entitled to ten (10) sick days as allowed by law.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

A. Leaves of absence with or without pay may be granted by the Board for good reason and must be applied for in writing.

B. All benefits to which any Employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon

his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

C. All extensions or renewals of leaves shall be applied for in writing prior to March 15<sup>th</sup>, and if approved, granted in writing within thirty (30) days thereafter.

D. When absence due to prolonged illness or injury exceeds the annual sick leave and the accumulated sick leave in any school year, the Board of Education shall pay any such person each day's salary less the compensation of a substitute for such time as may be determined by the Board of Education's discretion in each individual case during that school year. Verification of such illness or injury by the Employee's doctor shall be submitted by the Employee. A day's salary is defined as follows:

12 month Employee - 1/240 of the annual salary.

10 month Employee - 1/200 of the annual salary.

E. A leave of absence without pay for up to six (6) months shall be granted for the purpose of caring for a sick member of the Employee's immediate family. Immediate family shall be defined as the Employee's spouse, domestic partner, as defined in the Domestic Partnership Act, N.J.S.A. 26:8A-1, et seq., child, son-in-law, parent, father-in-law, mother-in-law, daughter-in-law, brother or sister. Up to six (6) months shall be granted as a single block of time and shall not be used in part. Each Employee shall be eligible to request said leave no more than once in any five (5) year period and sick leave shall be defined as prolonged and catastrophic in nature. No more than two (2) Teachers and no more than two (2) SCPs shall be given this leave at any one time.

F. For leaves requested or determined by the Board to be applicable on or after July 1, 2022, when an Employee's absence qualifies under either the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (FLA), or is permitted under this Agreement, the Board may unilaterally designate the absence to apply under any one or more applicable statutory and contractual leave provisions, which shall run concurrently. The Board may also unilaterally require the Employee to use accrued paid leave, including, but not limited to, sick, vacation and personal leave, concurrently with leave under the FMLA, FLA, any unpaid contractual leave, or any other permissible leave.

## ARTICLE X

### INSURANCE

A. The Board shall provide health-care insurance protection for each Employee and, in cases where appropriate, for family plan coverage. Except as set forth in subsection D.1 of this Article, each Employee receiving health insurance coverage shall contribute, through payroll deductions, the amounts required by tier four of P.L. 2011, c. 78 for the cost of the insurance premiums.



B. For each Employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>. When necessary, premiums on behalf of the Employee shall be made to assure uninterrupted participation and coverage.

C. 1. Unless selecting a plan or being required to be placed in a new plan under PL 2020, c. 44, employees hired prior to July 1, 2020, for the first three years of employment, will be enrolled in a plan equivalent to "Direct 15" Plan provided by the School Employees' Health Benefits Program of New Jersey. After three (3) years, the employee may elect to be enrolled in "Direct 10."

2. Employees hired on or after July 1, 2020, will be enrolled in a new plan as required by PL 2020, c. 44.

3. The "new plans" referred to in subsections (1) & (2) of this section C, and section D of this Article, refer to the New Jersey Educators Health Plan ("NJEHP") (effective January 1, 2021) and the Garden State Health Plan ("GSHP") (to be available January 1, 2022), and their equivalents.

D. 1. Employees who select or are placed in one of the new plans under PL 2020, c. 44 will be subject to contributions toward premiums as set forth PL 2020, c. 44 while enrolled in that new plan.

2. Employees who continue to be enrolled in Direct 10, Direct 15, or a plan other than the NJEHP, GSHP or their equivalent, or who switch back to Direct 10, Direct 15, or a plan other than the NJEHP, GSHP, or their equivalent, shall be required to contribute towards the cost of premiums in accordance with section A of this Article.

E. A financial incentive of 25% of the premium, or \$5,000 whichever is less, will be paid to an employee who is able to waive health benefits coverage because he or she is eligible for other health care coverage that is not under the State Health Benefits Program or School Employees Health Benefits Program. Said financial incentive shall be calculated based on the **Direct 10 plan**. Opt-out will be qualified under IRS Code section 125, to be paid as a stipend at the end of each school year. The Employee could re-enter the program at any time with a "change of life" event, such as a spouse's loss of coverage, death, divorce, etc., as per IRS Code section 125, and would receive pro-rated "opt out" at the school year end. Employees must elect to opt out during the open enrollment period every year.

F. Up to the annual maximum premium cap set forth herein, the Board shall pay the full premium for each Employee, and in cases where appropriate, for family plan coverage for dental benefits as defined by Delta Dental Plan of New Jersey, Inc. (Program II Delta Dental Plan, 80/20 UCR). Starting with the 2008-2009 school year, the annual maximum premium for any individual, spouse or family plan shall be \$2,000.

G. The Board shall pay the full premium for an optical plan, entitled National Vision Administrators, for each Employee and his/her family.

H. The Board shall provide to each Employee, each year, a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage listed above not later than the beginning of the school year said coverage begins.

I. If the Board changes carriers, the benefits of the new carrier shall be equal to the existing plan.

J. To be eligible for health, vision and dental benefits, Employees must be assigned to work more than 29.5 hours per week.

K. In addition to the health plans offered in Sections XX.C, the Board may offer additional health care plans to the Employees. Whether to offer the additional plans, and which additional plans to offer, shall be within the sole discretion of the Board.

L. During paid leaves of absence, or leaves of absence covered by the FMLA or NJFLA, the Board will continue to provide health, prescription, dental and vision benefits at its cost as stated in this Article, with Employee continuing to be responsible for any applicable Chapter 78, Chapter 44, or other contributions required by law. For the portion of any leave of absence not covered by paid leave or leave under the NJFLA or FMLA, the Employee shall pay the entire premium for health, prescription, dental and vision benefits.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

A. This Agreement shall be binding for the term of said Agreement.

B. If any provisions of this Agreement or any application 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.

C. Any individual contract between the Board and an individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by certified mail, return receipt requested, at the following addresses:



1. If by the Association to the Board:  
East Rutherford Board of Education  
Uhland and Grove Streets  
East Rutherford, NJ 07073

2. If by the Board to the Association:  
East Rutherford Education Association  
135 Carlton Avenue  
East Rutherford, New Jersey 07073

E. Upon being notified in writing by an Employee who is retiring or vacating a position for any reason, the Chief School Administrator shall within the thirty (30) days after officially notifying the Board, post the vacancy, in all district schools and a copy sent to the Association president. Applications must be made within ten (10) days after the posting of the position. Final assignment of a position shall be made by the Chief School Administrator with the approval of the Board.

F. Standardized tests used at the direction of the Board or the administration shall be machined scored.

G. Copies of the current Agreement shall be printed by the Board of Education and one copy each to be provided to all concerned parties (teachers, secretaries and paraprofessionals now employed, the Association, Board Office, Board members, Chief School Administrator's office, and Chief School Administrator. The Agreement is to be printed on 8.5 x 11-inch paper. A disk containing the document will be provided to the Association.

H. The Chief School Administrator in accordance with the procedure outlined in Articles XVII and XXVI shall adequately publicize all vacancies in non-promotional positions.

I. A telephone extension will be available to Employees in each school, placed in such a way as to provide privacy for calls to parents or other school business.

J. Upon approval by the Board, any Employee's request for resignation or retirement shall become binding.

## ARTICLE XII

### REPRESENTATION FEE

#### A. Purpose of Fee

If a 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 Office 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 non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

1. 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 representative fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

2. 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 deduction will begin thirty (30) days after the Employee begins his/her employment in a bargaining unit position.

D. Termination of Employment

If an Employee who is required to pay a representation fee terminates his/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 teacher during the membership year in question and promptly forward same to the Association.

E. Procedure

Except as otherwise provided in this Article, the procedure for the deduction of representation fees and the transmission of such fees 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. Representation Fee Revocations

Any Employee who wishes to revoke authorization for the fee they pay to the Association under this Article, shall provide the Board Secretary with written notice of said revocation. Said Notice shall be provided by January 1<sup>st</sup>, July 1<sup>st</sup>, or the Employee's anniversary date of hire. Within 5 days of receipt of said notice, the Board will provide the Association with notice of said revocation. The Board will discontinue the fee salary deduction on or after July 31<sup>st</sup>, January 31<sup>st</sup>, or 30 days following the Employee's anniversary date, as applicable based on when the written notice from the Employee was received by the Board.



G. Indemnification and Save Harmless Provision Liability

1. The Association shall indemnify and hold the Board, its Employees, agents and representatives harmless against any and all claims, demands, lawsuits 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 Board in conformance with this provision, provided that:

(a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021, and shall continue until June 30, 2024. This Agreement shall continue in effect from year to year unless notice is received as set forth in Article II hereof.

Employees' compensation shall be frozen as of the conclusion of the term set forth in the previous paragraph, until a successor contract is entered between the Association and the Board. Without limitation, Employees will not be advanced to higher steps on salary guides, will not be advanced across the guides, will not receive additional longevity, and will not receive one-time longevity payments, until such additional compensation is authorized under a successor contract entered by the Board and Association.

## PART II – TEACHER PROVISIONS

### ARTICLE XIV

#### TEACHER EMPLOYMENT

A. Previously accumulated unused and unpaid sick leave will be restored to all returning Teachers.

B. Teachers shall be notified of their contract and salary status for the ensuing year as per N.J.S.A. 18A:27-10.

C. It is incumbent upon every Teacher to inform the administration of their intention not to return to the school system in the next school year no later than April 30<sup>th</sup>.

D. Each Teacher assigned to Grades PreK – 8 shall have 225 minutes of uninterrupted preparation time per week in minimum increments of 30 minutes each (total of 7 + 15 minutes). It is desirable for each teacher to have at least one uninterrupted preparation period per day.

E. There shall be up to one hundred eighty three (183) student contact days at the discretion of the Administration.

F. The Teacher work year shall not exceed 186 days.

G. Teachers are required to attend one after school meeting per month without compensation based on the following parameters: not on Fridays, last no longer than 45 minutes past Teacher dismissal time and dates of these meetings to be announced by September 15<sup>th</sup> of each school year.

H. Teachers will devote a total of fifteen (15) hours without additional compensation, to committee work. These committees will address specific district or building needs.

I. All Teachers' student contact time shall not exceed 304 minutes per day.

J. Teacher workday shall not exceed 7 hours per day.

K. The practice of using a regular Teacher as a substitute thereby depriving him/her of his/her preparation period is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular Teachers who volunteer may be assigned to serve in lieu of substitutes. Volunteers and assigned teachers shall be paid \$50.00 per period. In those cases where regular substitutes are not available, and two (2) classes are to be combined for the day, or a major part thereof, the Teacher in charge will be paid the same as the volunteer or assigned substitute. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the Teachers of said school. Any Teacher assigned library supervision with more than one (1) class; totaling more than 23 students shall be given said compensation for the period.



L. Teacher dismissal shall be as follows:

1. During one session days, Grades PreK-8 will be dismissed 4 hours after the PreK-8 student start times.

2. On all other days (except for meeting days) dismissal is as follows: Monday-Thursday, 7 hours from start time; Friday, immediately after safe dismissal of students.

M. Teachers shall be paid at the rate of \$20.00 per night for all mandatory teacher assignments that are conducted after school, in excess of four (4) night- time assignments.

N. 1. Teachers shall be available (without additional compensation) for two (2) nights of parent-teacher conferences to be scheduled by the Chief School Administrator.

2. The Board may schedule one (1) back-to-school night for each school in the District, which may occur on different nights. Teachers shall be available for their school's back-to-school night (without additional compensation). Teachers will be permitted to leave after student dismissal and return for their respective back-to-school night.

O. Teacher Assignments: Each presently employed Teacher who is rehired shall be given written notice of teaching assignment for the following year no later than one (1) week before the last day of student attendance, and of room assignment no later than one (1) week before the first day of student attendance. The Board reserves the right to change Teacher assignment and/or classroom assignment in the event of change in teaching personnel after June 1. In the event that changes in such assignments are made, the Teacher affected shall be notified promptly and will have the right to a conference with the administrator in charge of scheduling.

P. Commendations and Reprimands:

1. All commendations received shall be placed in the Teacher's file.

2. The Teacher shall be notified of such commendations.

3. When a reprimand is to be placed in a Teacher's file, the Teacher shall receive a copy. The Teacher shall have the right to know the identity of the complainant if other than the signee of the reprimand.

4. Any reprimand in a Teacher's file shall be reviewed at two (2) year intervals between the Teacher and Chief School Administrator at the request of the Teacher to determine if the reprimand is to be removed or remain. The Teacher will be notified of results in writing.

Q. Teachers who are required to utilize their automobiles during the school day in order to perform their teaching duties shall be compensated at the I.R.S. rate. This covers commuting from school to school, not for conferences, workshops, etc. unless specified in the

recommendation of the Chief School Administrator for Board approval. To the extent any Department of Education Regulations are contrary to this provision, those Regulations shall control.

## ARTICLE XV

### LONGEVITY

For Teachers, beginning with the 2008-2009 school year, at nineteen (19) years' service in the district, \$2,250.00 will be added to the Teacher's base salary and at twenty-five (25) years' service in the district, \$2,500.00 will be added to the Teacher's base salary. In addition, a Teacher will receive a one-time payment of \$2,500.00 at 20, 25, 30, 35, 40 and 45 year anniversaries.

## ARTICLE XVI

### SICK LEAVE REIMBURSEMENT

In order to increase the incentive for the maximum Teacher attendance, the following provisions are provided:

A. Teacher will be compensated at \$40.00 per day for the number of days over eighty (80) accumulated sick days, up to a cap of \$6,000.00.

B. In the event of the death of a Teacher prior to retirement from the East Rutherford School District, said payment shall be made to the estate of said Teacher.

C. Payment for accumulated sick leave shall be made to an approved 403B or 457 plan. The parties agree to such other changes as may be required by IRS code 403(b) or 457, or plans in effect for Employees under such sections.

## ARTICLE XVII

### PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrative-supervisory level of responsibility including but not limited to Chief School Administrator, Principal, Vice-Principal, Director, and Chairperson. All vacancies in promotional positions, including specialists and/or special projects teachers, student personnel workers, and positions in programs funded by the Federal Government shall be adequately publicized by the Chief School Administrator in accordance with the following procedure:

B. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications



must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Chief School Administrator within the time limit specified in the notice, and the Chief School Administrator shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Chief School Administrator's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

C. 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 Chief School Administrator, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Chief School Administrator 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, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Chief School Administrator shall, within the same period, post a list of promotional positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Association.

D. When an application is made for a position by an Employee, the applicant will be given a written reply to his/her application within thirty (30) days after a decision has been made.

## ARTICLE XVIII

### GRADUATE CREDITS & GUIDE COLUMN MOVEMENT

A. In order for the Board to provide tuition reimbursement for graduate credits taken or additional compensation for column guide movement:

1. The institution from which the coursework is taken shall be a duly authorized institution of higher education as defined in section 3 of P.L. 1986, c. 87 (N.J.S.A. 18A:3-15.3);

2. The Employee shall obtain approval from the Chief School Administrator prior to enrollment in any course for which tuition assistance will be sought, or upon which column guide movement will be sought; and

3. The tuition assistance or additional compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities, as determined by the Chief School Administrator.

4. For any Employee hired on or after July 1, 2021, the Employee shall have been employed by the Board for at least three (3) full school years.

B. If the Chief School Administrator denies the approval, the Employee may appeal to the Board of Education. The Board of Education's decision shall be binding and final, and



shall not be subject to court or agency action, to appeal, or to the grievance or arbitration process in this Agreement.

C. Full-time Teachers who take approved courses shall be reimbursed at a rate up to but not to exceed \$500.00 per tuition credit up to a maximum of six (6) credits per Teacher, per year.

D. The maximum total tuition reimbursement for which the Board is responsible in a given budget year is \$38,000.

E. Teachers must submit course descriptions and other information reasonably required by the Chief School Administrator in order to satisfy the requirements set forth in this Article.

F. To obtain reimbursement, the Teacher must submit a grade report which contains a passing grade in the approved course.

G. Subject to the maximum tuition reimbursement in a given budget year, the Teacher will be reimbursed within 45 days subsequent to the receipt of the grade report.

H. The Board may establish an in-service program of continuing education for the purpose of professional development. Teachers who successfully complete ten (10) hours in this program will receive a continuing education unit (CEU) equivalent to one graduate credit which shall be applied to the appropriate step on the salary guide as established by this Agreement.

I. When a Teacher qualifies for a transfer to the succeeding column on the salary guide between September 1 and February 1, the transfer will be made as of February 1. To be eligible for this transfer, all course work must be completed by February 1 and satisfactory evidence must be submitted by March 15 (in which case the transfer will be made retroactive to February 1).

J. When a Teacher qualifies for a transfer to the succeeding column between February 1 and September 1, the transfer will be made as of September 1. To be eligible for this transfer, all course work must be completed by September 1, and satisfactory evidence must be submitted by October 15 (in which case the transfer will be made retroactive to September 1).

K. Notwithstanding any other provision in this Article to the contrary, in order for a Teacher to be eligible for increased pay based on column movement in any particular school year, that Teacher must provide written notice to the Superintendent and Business Administrator by January 15<sup>th</sup> of the prior school year of his/her expectation to move columns.

L. The Board shall grant on an individual basis a one (1) year unpaid sabbatical leave when a Teacher is working full time on a doctoral program, provided the course or degree program is related to the employee's current or future job responsibilities within the District, as determined by the Chief School Administrator.

**PART III – SCP PROVISIONS**

**ARTICLE XIX**

**SENIORITY AND REDUCTION IN FORCE CLAUSE**

A. In the event of a reduction in force caused by the abolishment of a secretarial position, the following procedures shall apply:

1. The least senior secretary qualified to fill the remaining secretarial positions shall be the one dismissed.
2. Qualification shall be defined as possessing the requisite skills to efficiently perform the duties and responsibilities inherent in the remaining positions.
3. The Board shall maintain a recall list. Recalls shall be accomplished in the reverse order of lay-off, provided that the individual is qualified to fill the vacant position.
4. Upon recall, salary and benefits shall be restored to their former level.

B. At least thirty (30) days prior to any official Administration action which will cause a reduction in force of covered SCPs to occur, the Board shall notify the Association of the impending action.

**ARTICLE XX**

**WORK YEAR, HOURS, HOLIDAYS & VACATION**

A. Work Year

1. The work year for twelve (12) month SCPs shall be Monday through Friday of each week during the calendar year.
2. The work year for ten (10) month paraprofessionals is the 183 day school year. Paraprofessionals are also on call for three (3) additional days. They will be compensated at the per-diem rate if directed to report to work.

B. Holidays

1. Sixteen (16) holidays shall be granted each year to full-time, twelve (12) month SCPs, the dates to be set forth in a School Holiday Calendar approved by the Board. Subject to approval annually by the Board, the Holidays are as follows:

- (1) Independence Day
- (2) Labor Day



- (3) Columbus Day
- (4) Election Day
- (5) Veteran's Day
- (6) Thanksgiving Day
- (7) Day after Thanksgiving
- (8) Christmas Eve
- (9) Christmas Day
- (10) The next business day following Christmas Day
- (11) New Year's Day
- (12) Martin Luther King Day
- (13) Washington's Birthday
- (14) The Friday prior to Washington's Birthday
- (15) Good Friday
- (16) Memorial Day

2. Part-time SCP's will be eligible for the following holidays:

Columbus Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day

3. The holidays for ten (10) month paraprofessionals are the same as for Teachers.

C. Work Hours

1. Secretaries:

Regular work hours shall begin one-half (1/2) hour prior to student arrival and never before 7:30 A.M. The workday shall be defined as extending for seven and one-half hours (7-1/2) hours per day inclusive of a one-hour duty-free lunch.

2. Paraprofessionals:

(a) Regular work hours shall begin at the same time as the students arrive. Full-time paraprofessionals shall work seven (7) hours per day inclusive of a duty-free lunch, equivalent to a class period.

(b) On one-session days, full-time paraprofessionals shall work the same schedule as the Teachers, while part-time paraprofessionals shall work the periods/schedule to which they are assigned.

3. SCPs shall be released 15 minutes early to attend Association meetings.

D. Unused Snow days

If school is closed at the end of the school year due to unused snow days, all 10-month SCPs shall not be required to report to work.

E. Summer Hours

Summer hours for secretaries shall be 8:00 A.M. to 2:00 P.M. with a one (1) hour duty-free lunch.

F. Back to School Night

All secretaries and paraprofessionals will assist at Back-To-School Night.

G. Vacations

1. All full-time twelve (12) month SCP's shall be granted earned vacation in accordance with the following:

- (a) SCPs having worked for the Board for a continuous period of not more than one (1) year, as of June 30<sup>th</sup> of a given year, shall earn one paid vacation day for each month worked, up to a maximum of five (5) days. Where an SCP works less than a full month based on their date of hire, the following shall control:

| <u>Date of hire</u>                         | <u># of days</u> |
|---|------------------|
| 1 <sup>st</sup> through 15 <sup>th</sup> :  | 1                |
| 16 <sup>th</sup> through 25 <sup>th</sup> : | ½                |
| After the 25 <sup>th</sup> :                | None             |

- (b) SCPs having worked for the Board for a continuous period of more than one (1) year, as of June 30<sup>th</sup> of a given year, shall earn the number of vacation days set forth below upon the completion of the applicable years of service.

| <u>Years of Service Completed</u> | <u>No. of Days</u> |
|-----------------------------------|--------------------|
| 1                                 | 10                 |
| 8                                 | 15                 |
| 14                                | 20                 |
| 19                                | 25                 |

- (c) All vacation days earned shall be available for use on July 1.

- (d) Examples:

- (1) SCP hired January 15, 2020: The SCP will earn one vacation day for January 2020, and 4 vacation days for February through May 2020. The SCP will be able to use those 5 vacation days during the July 1, 2020 to June 30, 2021 year. The SCP will earn 10 vacation days July 1, 2021, which may be used July 1, 2021 through June 30, 2022.

- (2) SCP hired March 16, 2020: The SCP will earn ½ vacation day for March 2020, and 3 vacation days for April through June 2020. The SCP will be able to use those 3 and ½ vacation days during the July 1, 2020 to June 30, 2021 year. The SCP will earn 10 vacation days July 1, 2021, which may be used July 1, 2021 through June 30, 2022.
  - (3) SCP hired June 26, 2020: The SCP will earn no vacation days for the July 1, 2019, through June 30, 2020 year. The SCP will earn 10 vacation days July 1, 2021, which may be used July 1, 2021 through June 30, 2022.
  - (4) SCP hired July 24, 2020: The SCP will earn ½ vacation day for July 2020, and will earn 4 and ½ vacation days from August 1, 2020 through December 15, 2020. The SCP will be able to use those 5 vacation days during the July 1, 2021 to June 30, 2022 year. The SCP will earn 10 vacation days July 1, 2022, which may be used July 1, 2022 through June 30, 2023.
  - (e) Upon approval of the Superintendent, an SCP shall be permitted to carry-over up to five (5) vacation days not utilized during the current year in which the days were available because of business demands for use during the next succeeding year. All days carried over must be used in the next contract year or those days not taken are forfeited.
  - (f) Vacation time can be used when school is in session with administrative approval.
2. All full-time secretaries shall receive vacation time as follows:

Holiday Recess\*  
Spring Recess\*

\* Inclusive of holidays provided in Article XX of this Agreement which may occur during Holiday Recess and Spring Recess.

H. Professional Days

Two (2) professional days per year shall be granted. These days will be used to attend conferences, workshops, etc. that are relative to the SCPs job related duties. The appropriate forms shall be completed and submitted to the Chief School Administrator for their approval.

I. Aides Diaper Changes/Soiled Clothes

1. The following paraprofessionals shall qualify for an annual stipend of \$1,000 dollars, or prorated portion thereof, provided they meet the criteria set forth in subsection I.2 below:

- (a) Paraprofessionals assigned preschool disabled classrooms;
- (b) One (1) paraprofessional assigned to the elementary multiple disabled (MD) classroom;



- (c) One (1) paraprofessional assigned to the elementary language learning disabled (LLD) classroom;
- (d) One (1) paraprofessional assigned to the middle school multiple disabled (MD) classroom; and
- (e) One (1) paraprofessional assigned to the middle school language learning disabled (LLD) classroom.

2. To qualify for a stipend set forth in subsection I.1, the paraprofessional must be assigned to and regularly perform, for at least 1 month during the school year, (1) diaper changes or (2) clean up or assisting with changing soiled clothing of those children not fully toilet trained. The stipend will be paid on a prorated basis where the paraprofessional is not assigned to perform or does not perform the foregoing duties for the entire school year. The prorated stipend will be paid on a monthly basis.

## ARTICLE XXI

### LONGEVITY

For SCPs, at nineteen (19) years' service in the district, \$1,000.00 will be added to the SCP's base salary and at twenty-five (25) years' service in the district, \$1,250.00 will be added to the SCP's base salary. In addition, a SCP's will receive a one-time payment of \$1,250.00 at 20, 25, 30, 35, 40 and 45 year anniversaries.

## ARTICLE XXII

### SICK LEAVE REIMBURSEMENT

A. In order to increase the incentive for the maximum SCP attendance, the following provisions are provided:

1. At legal retirement time, an SCP will be compensated \$30.00 per day for number of days over eighty (80) accumulated sick days up to \$4,000.00
2. In the event of the death of an SCP prior to retirement from the East Rutherford School District, said payment shall be made to the estate of the SCP.
3. Payment for accumulated sick leave shall be made to an approved 403B or 457 plan. The parties agree to such other changes as may be required by IRS code 403(b) or 457, or plans in effect for Employees under such sections.

## ARTICLE XXIII

### COVERAGE FOR OTHER EMPLOYEES (PARAPROFESSIONALS)

A. Whenever a paraprofessional is assigned to cover for a secretary on a long-term basis (beyond 10 days), the paraprofessional shall be placed on her corresponding step of the secretaries' guide for the duration of the assignment.

B. No paraprofessional shall provide any instructional service to a student unless under the direct supervision of a teacher or an individual who holds a current substitute certificate.

## ARTICLE XXIV

### OVERTIME

Whenever a secretary is required to work beyond their regular work day they shall receive additional pay at their hourly rate (calculated as follows: salary/240days/7.5hours) After 40 hours of actual work in any one (1) week, the secretary will be compensated at a rate of 1 and ½ times the secretary's regular hourly rate.

## ARTICLE XXV

### PARAPROFESSIONAL GUIDE PLACEMENT

Placement on the certified paraprofessional guide requires a valid county substitute teaching certificate. When an existing paraprofessional qualifies for and is approved for movement to the highly qualified paraprofessional guide, or when an existing highly qualified paraprofessional qualifies for and is approved for movement to the certified paraprofessional guide, said movement shall be horizontal.

## ARTICLE XXVI

### PROMOTIONS

A. Promotional positions are defined as positions paying a salary differential.

B. All vacancies in promotional positions shall be adequately publicized by the Chief School Administrator 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, ordinarily at least fifteen (15) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be given to the Association at the time of posting.




2. SCP's who want to apply for a promotional position that may be filled during the summer period when school is not regularly in session shall be notified of said position by the President of the Association, who will be notified by mail or phone. The SCP shall submit their names to the Chief School Administrator with the positions(s) for which they desire to apply and address where they can be reached during the summer.

3. When an application is made for a position by an SCP, the applicant will be given a written reply to his/her application within thirty (30) days after a decision has been made.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon.

ATTEST:

EAST RUTHERFORD  
BOARD OF EDUCATION


  
Secretary


  
President

Dated: 3/30/2022

ATTEST:

EAST RUTHERFORD  
EDUCATION ASSOCIATION

  
Secretary

  
President

Dated: 3/30/22



APPENDIX "A"

YEAR 1  
2021-22 East Rutherford Teachers

Salary Guide

| Step | BA     | BA+15  | MA      | MA+15   | MA+30   | MA+60   | *Grandfathered<br>BA+30 |
|------|--------|--------|---------|---------|---------|---------|-------------------------|
| 1    | 59,976 | 62,126 | 66,426  | 71,976  | 72,976  | 83,976  | 65,351                  |
| 2    | 60,476 | 62,626 | 66,926  | 72,476  | 73,476  | 84,476  | 65,851                  |
| 3    | 61,476 | 63,626 | 67,926  | 73,476  | 74,476  | 85,476  | 66,851                  |
| 4    | 62,476 | 64,626 | 68,926  | 74,476  | 75,476  | 86,476  | 67,851                  |
| 5    | 63,476 | 65,626 | 69,926  | 75,476  | 76,476  | 87,476  | 68,851                  |
| 6    | 64,476 | 66,626 | 70,926  | 76,476  | 77,476  | 93,093  | 69,851                  |
| 7    | 66,176 | 68,326 | 72,751  | 78,176  | 79,176  | 94,471  | 71,719                  |
| 8    | 69,676 | 71,826 | 76,126  | 81,676  | 82,676  | 98,025  | 75,434                  |
| 9    | 73,426 | 75,576 | 80,678  | 85,426  | 86,426  | 101,405 | 80,097                  |
| 10   | 77,176 | 79,644 | 85,466  | 89,997  | 90,176  | 104,510 | 84,690                  |
| 11   | 80,926 | 83,180 | 89,086  | 92,984  | 94,575  | 106,444 | 88,112                  |
| 12   | 84,676 | 87,074 | 93,183  | 96,676  | 99,529  | 108,377 | 91,533                  |
| 13   | 87,876 | 90,418 | 96,731  | 99,876  | 103,905 | 109,876 | 94,406                  |
| 13A  | 91,026 | 93,568 | 99,881  | 103,026 | 107,055 | 113,026 | 97,556                  |
| 13B  | 94,176 | 96,378 | 102,877 | 106,085 | 110,470 | 113,774 | 99,869                  |
| 14   | 96,176 | 98,378 | 104,877 | 108,085 | 112,470 | 115,774 | 101,869                 |

\* Effective July 1, 2021, the BA+30 column shall be removed from the salary guide and renamed "Grandfathered BA+30". The Grandfathered BA+30 column will be limited solely to those teachers who were on or qualified to be on the BA+30 column as of July 1, 2021. In addition, any teacher having at least 21 completed and qualifying credits towards their MA degree as of July 1, 2021, will be entitled to move onto the Grandfathered BA+30 column if and when they qualify. Employees shall remain on the Grandfathered BA+30 column until they qualify to be moved to another column on the guide.

**YEAR 2**  
**2022-23**      *East Rutherford Teachers*

**Salary Guide**

| Step | BA     | BA+15  | MA      | MA+15   | MA+30   | MA+60   | *Grandfathered<br>BA+30 |
|------|--------|--------|---------|---------|---------|---------|-------------------------|
| 1    | 61,286 | 63,436 | 67,736  | 73,286  | 74,286  | 85,286  | 66,661                  |
| 2    | 61,786 | 63,936 | 68,236  | 73,786  | 74,786  | 85,786  | 67,161                  |
| 3    | 62,786 | 64,936 | 69,236  | 74,786  | 75,786  | 86,786  | 68,161                  |
| 4    | 63,786 | 65,936 | 70,236  | 75,786  | 76,786  | 87,786  | 69,161                  |
| 5    | 64,786 | 66,936 | 71,236  | 76,786  | 77,786  | 88,786  | 70,161                  |
| 6    | 65,786 | 67,936 | 72,236  | 77,786  | 78,786  | 94,403  | 71,161                  |
| 7    | 67,486 | 69,636 | 74,061  | 79,486  | 80,486  | 95,781  | 73,029                  |
| 8    | 70,986 | 73,136 | 77,436  | 82,986  | 83,986  | 99,335  | 76,744                  |
| 9    | 74,736 | 76,886 | 81,988  | 86,736  | 87,736  | 102,715 | 81,407                  |
| 10   | 78,486 | 80,954 | 86,776  | 91,307  | 91,486  | 105,820 | 86,000                  |
| 11   | 82,236 | 84,490 | 90,396  | 94,294  | 95,885  | 107,754 | 89,422                  |
| 12   | 85,986 | 88,384 | 94,493  | 97,986  | 100,839 | 109,687 | 92,843                  |
| 13   | 89,186 | 91,728 | 98,041  | 101,186 | 105,215 | 111,186 | 95,716                  |
| 13A  | 92,336 | 94,878 | 101,191 | 104,336 | 108,365 | 114,336 | 98,866                  |
| 13B  | 95,486 | 97,688 | 104,187 | 107,395 | 111,780 | 115,084 | 101,179                 |
| 14   | 97,486 | 99,688 | 106,187 | 109,395 | 113,780 | 117,084 | 103,179                 |

**YEAR 3**  
**2023-24**      *East Rutherford Teachers*

**Salary Guide**

| Step | BA     | BA+15   | MA      | MA+15   | MA+30   | MA+60   | *Grandfathered<br>BA+30 |
|------|--------|---------|---------|---------|---------|---------|-------------------------|
| 1    | 62,676 | 64,826  | 69,126  | 74,676  | 75,676  | 86,676  | 68,051                  |
| 2    | 63,176 | 65,326  | 69,626  | 75,176  | 76,176  | 87,176  | 68,551                  |
| 3    | 64,176 | 66,326  | 70,626  | 76,176  | 77,176  | 88,176  | 69,551                  |
| 4    | 65,176 | 67,326  | 71,626  | 77,176  | 78,176  | 89,176  | 70,551                  |
| 5    | 66,176 | 68,326  | 72,626  | 78,176  | 79,176  | 90,176  | 71,551                  |
| 6    | 67,176 | 69,326  | 73,626  | 79,176  | 80,176  | 95,793  | 72,551                  |
| 7    | 68,876 | 71,026  | 75,451  | 80,876  | 81,876  | 97,171  | 74,419                  |
| 8    | 72,376 | 74,526  | 78,826  | 84,376  | 85,376  | 100,725 | 78,134                  |
| 9    | 76,126 | 78,276  | 83,378  | 88,126  | 89,126  | 104,105 | 82,797                  |
| 10   | 79,876 | 82,344  | 88,166  | 92,697  | 92,876  | 107,210 | 87,390                  |
| 11   | 83,626 | 85,880  | 91,786  | 95,684  | 97,275  | 109,144 | 90,812                  |
| 12   | 87,376 | 89,774  | 95,883  | 99,376  | 102,229 | 111,077 | 94,233                  |
| 13   | 90,576 | 93,118  | 99,431  | 102,576 | 106,605 | 112,576 | 97,106                  |
| 13A  | 93,726 | 96,268  | 102,581 | 105,726 | 109,755 | 115,726 | 100,256                 |
| 13B  | 96,876 | 99,078  | 105,577 | 108,785 | 113,170 | 116,474 | 102,569                 |
| 14   | 98,876 | 101,078 | 107,577 | 110,785 | 115,170 | 118,474 | 104,569                 |



**APPENDIX "B"**

**Supplemental Contracts**

|   | <b>2021-22</b> | <b>2022-23</b> | <b>2023-24</b> |
|---|----------------|----------------|----------------|
| Basketball Coach (Boys)                   | \$ 3,165       | \$ 3,215       | \$ 3,265       |
| Basketball Coach (Girls)                  | \$ 3,165       | \$ 3,215       | \$ 3,265       |
| Cheerleader Advisor                       | \$ 3,165       | \$ 3,215       | \$ 3,265       |
| Yearbook Advisor                          | \$ 3,418       | \$ 3,470       | \$ 3,522       |
| Student Council Advisor                   | \$ 2,154       | \$ 2,189       | \$ 2,224       |
| Award Assembly/<br>Graduation Coordinator | \$ 1,512       | \$ 1,536       | \$ 1,560       |
| Chorus Director                           | \$ 2,154       | \$ 2,189       | \$ 2,224       |
| Band Director                             | \$ 2,154       | \$ 2,189       | \$ 2,224       |
| Public Relations Advisor                  | \$ 1,138       | \$ 1,156       | \$ 1,174       |
| ESL Coordinator                           | \$ 1,266       | \$ 1,286       | \$ 1,306       |
| *Certified Red Cross                      | \$ 1,456       | \$ 1,478       | \$ 1,500       |
| Life Guard (triennial)                    |                |                |                |
| Required summer<br>workshop               | \$ 37.97       | \$ 38.54       | \$ 39.11       |
| attendance within district                |                |                |                |
| Webmaster                                 | \$ 3,394       | \$ 3,445       | \$ 3,496       |
| Computer Club Advisor                     | \$ 1,418       | \$ 1,440       | \$ 1,462       |
| Stage production/Stage<br>craft per event | \$ 788         | \$ 800         | \$ 812         |
| Robotics, STEM, STEAM<br>Club Coordinator | \$ 2,200       | \$ 2,240       | \$ 2,280       |
| Debate Team Coordinator                   | \$ 2,000       | \$ 2,240       | \$ 2,280       |
| Spelling Bee Coordinator                  | \$ 788         | \$ 800         | \$ 812         |
| Classroom relocation<br>within Building   | \$ 156         | \$ 158         | \$ 160         |

From Building to Building \$ 260

\$ 263

\$ 266

\*Based on three (3) year re-certification schedule - stipend will be paid on renewal

No compensatory time will be approved or authorized in lieu of compensation in accordance with the terms and conditions of this Agreement.

Upon written approval by the Chief School Administrator, in his or her sole discretion, the amount of a stipend set forth in this Appendix "B" may be shared by two individuals who share the duties required by the position.

The Board shall not be required to pay the above stipends for any classroom relocations which are related to or arise out of the Referendum Projects, which arise out of the referendum election held January 28, 2020, and as defined in the parties Memorandum of Agreement, dated February 17, 2022.



**APPENDIX "C"**

**YEAR 1**  
**2021-22**

*East Rutherford Secretaries*

| <b>Salary Guide<br/>Step</b> | <b>Sec</b> |
|------------------------------|------------|
| 1                            | 41,899     |
| 2                            | 42,649     |
| 3                            | 43,399     |
| 4                            | 44,149     |
| 5                            | 45,549     |
| 6                            | 46,949     |
| 7                            | 48,349     |
| 8                            | 49,699     |
| 9                            | 51,049     |
| 10                           | 52,399     |
| 11                           | 53,739     |
| 12                           | 55,039     |
| 13                           | 56,289     |
| 14                           | 57,489     |
| 15                           | 58,689     |

**YEAR 2**  
**2022-23**

**East Rutherford Secretaries**

**Salary Guide**  
**Step**

**Sec**

|    |        |
|----|--------|
| 1  | 42,314 |
| 2  | 43,064 |
| 3  | 43,814 |
| 4  | 44,564 |
| 5  | 45,964 |
| 6  | 47,364 |
| 7  | 48,764 |
| 8  | 50,114 |
| 9  | 51,464 |
| 10 | 52,814 |
| 11 | 54,154 |
| 12 | 55,454 |
| 13 | 56,704 |
| 14 | 57,904 |
| 15 | 59,104 |



**YEAR 3**  
**2023-24**

**East Rutherford Secretaries**

| <b>Salary Guide<br/>Step</b> | <b>Sec</b> |
|------------------------------|------------|
| 1                            | 42,774     |
| 2                            | 43,524     |
| 3                            | 44,274     |
| 4                            | 45,024     |
| 5                            | 46,424     |
| 6                            | 47,824     |
| 7                            | 49,224     |
| 8                            | 50,574     |
| 9                            | 51,924     |
| 10                           | 53,274     |
| 11                           | 54,614     |
| 12                           | 55,914     |
| 13                           | 57,164     |
| 14                           | 58,364     |
| 15                           | 59,564     |

APPENDIX "D"

**YEAR 1**  
**2021-22**      *East Rutherford Paras*

| <b>Salary Guide<br/>Step</b> | <b>Aides</b> | <b>HQ</b> | <b>Cert</b> |
|------------------------------|--------------|-----------|-------------|
| 1                            | 19.30        | 20.80     | 22.66       |
| 2                            | 19.50        | 21.00     | 22.86       |
| 3                            | 19.75        | 21.25     | 23.11       |
| 4                            | 20.10        | 21.60     | 23.46       |
| 5-6                          | 20.67        | 22.17     | 24.03       |
| 7-8                          | 21.33        | 22.83     | 24.69       |
| 9                            | 22.04        | 23.54     | 25.40       |
| 10                           | 22.80        | 24.30     | 26.16       |
| 11                           | 23.62        | 25.12     | 26.98       |



**YEAR 2**  
**2022-23**

**East Rutherford Paras**

| <b>Salary Guide<br/>Step</b> | <b>Aides</b> | <b>HQ</b> | <b>Cert</b> |
|------------------------------|--------------|-----------|-------------|
| 1                            | 19.74        | 21.24     | 23.10       |
| 2                            | 19.94        | 21.44     | 23.30       |
| 3                            | 20.19        | 21.69     | 23.55       |
| 4                            | 20.54        | 22.04     | 23.90       |
| 5                            | 21.11        | 22.61     | 24.47       |
| 6-7                          | 21.77        | 23.27     | 25.13       |
| 8-9                          | 22.48        | 23.98     | 25.84       |
| 10                           | 23.24        | 24.74     | 26.60       |
| 11                           | 24.06        | 25.56     | 27.42       |

**YEAR 3**  
**2023-24**      *East Rutherford Paras*

| <b>Salary Guide<br/>Step</b> | <b>Aldes</b> | <b>HQ</b> | <b>Cert</b> |
|------------------------------|--------------|-----------|-------------|
| 1                            | 20.15        | 21.65     | 23.51       |
| 2                            | 20.35        | 21.85     | 23.71       |
| 3                            | 20.60        | 22.10     | 23.96       |
| 4                            | 20.95        | 22.45     | 24.31       |
| 5                            | 21.52        | 23.02     | 24.88       |
| 6                            | 22.18        | 23.68     | 25.54       |
| 7-8                          | 22.89        | 24.39     | 26.25       |
| 9-10                         | 23.65        | 25.15     | 27.01       |
| 11                           | 24.47        | 25.97     | 27.83       |