

HOBOKEN
TEACHERS ASSOCIATION

(Teachers, Clerks, Attendance
Officers, Transportation
Personnel)

**AGREEMENT
BETWEEN**

HOBOKEN
BOARD OF EDUCATION

EMPLOYEES

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AGREEMENT

BETWEEN THE

HOBOKEN BOARD OF EDUCATION

AND THE

HOBOKEN TEACHERS' ASSOCIATION

(Certificated Personnel)

July 1, 1981 - June 30, 1984

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ARTICLE III
GRIEVANCE PROCEDURE

3.1 Definitions:

a. Grievance

A "grievance" shall mean a complaint by an employee or a group of employees in the bargaining unit that there has been as to him or them a violation, misinterpretation or inequitable application of any of the provisions of this agreement or that he or they have been treated unfairly or inequitably by some act which is contrary to established policy of the Hoboken Board of Education governing employees. A "grievance" shall not mean any matter as to which a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education, or by any by-law of the Hoboken Board of Education, or any matter as to which the Hoboken Board of Education is without authority to act.

b. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

c. Party in Interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

The Association shall have the right to be present at all levels of the grievance procedure, including arbitration.

3.2 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may, from time to time, arise. Both parties agree that proceedings pursuant to this procedure shall be informal at Level 1 and confidential at all levels.

At the conference with the Superintendent or his designee, the teacher may be represented by himself or by a representative of the Association or by another person of his own choosing provided, however, that such person may not be an official representative or any officer of any teacher organization other than the Association. If the teacher is represented, he must be present at the conference.

The Superintendent or his designee shall render his decision within ten (10) school days after the conference. A copy of said decision shall be sent to the aggrieved teacher and to the Association.

c. Level 3 - Arbitration Level

If the aggrieved person or group is dissatisfied with the Superintendent's decision or if no decision is rendered within ten (10) school days, the Association may request, in writing, that the grievance be submitted to arbitration. However, if the Association does not feel that the grievance is meritorious, it may refuse to go to arbitration. In that event, the grievant may proceed to arbitration over the wishes of the Association. The individual can proceed but must agree, in writing, to be responsible for one-half (1/2) of the expenses of the arbitration. Said individual must furnish the Association with a copy of the Demand for Arbitration simultaneously with submission to PERC (Public Employment Relations Commission). This submission must be made within fifteen (15) school days after the decision of the Superintendent or his designee. The Board and the Association shall select an arbitrator to hear the dispute pursuant to the rules of PERC (Public Employment Relations Commission). Arbitration shall begin as quickly as possible, dependent upon the availability of the arbitrator,

school days after he could reasonably be expected to know of the conditions which are the basis of the grievance. The principal or immediate supervisor shall communicate his decision within two (2) days after receiving the grievance.

2. If the grievance is not resolved, the Superintendent or his designee shall hold a hearing and communicate his decision within three (3) days after receiving the complaint.

3. Arbitration requests must be submitted to PERC (Public Employment Relations Commission) within five (5) school days from the Superintendent's decision.

f. Forms for filing grievances, serving notices, making appeals and other necessary documents shall be prepared jointly by the Superintendent or his designee and the Association President or his designee and given appropriate distribution.

g. Any and all time limits provided herein may be extended by the parties by mutual agreement in writing.

h. The Association shall have the right to grieve under any conditions where it or its President is specifically named as a party to any article or subsection of this agreement.

i. Where the grievance arises from a decision by the Board on a promotion, the grievant will submit his grievance directly to the Superintendent or his designee at Level 2, where the procedure specified in Paragraph 1 of 3.3a above and 3.3b above shall apply. If the aggrieved person is dissatisfied with the Superintendent's decision or if no decision is rendered within the time limit specified in 3.3b, the grievant must request, in writing, that the grievance be submitted to the Board of Education. This submission must be made within fifteen (15) school days after the decision of the Superintendent or his designee. The Board shall render its decision within ten (10) school days from the receipt of the request for a hearing. If the

notice of the reasons for such meeting. He shall be entitled to be represented by the Association or have a person of his own choosing present to advise and represent him during such meeting or interview.

4.5 The teacher shall maintain the exclusive right and responsibility to determine marks and other evaluations of students within the marking policies of the Hoboken School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No mark or evaluation shall be changed without prior conference and the mutual approval of the teacher and principal.

4.6 a. Any question of a critical nature or criticism by a supervisor, administrator or board member of teachers, as individuals, and their instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

b. Any question of a critical nature or criticism by a member of the bargaining unit of an administrator, supervisor or board member, as individuals, shall be made in confidence and not in the presence of students, parents or other public gatherings.

ARTICLE V

ASSOCIATION RIGHTS

5.1 Representatives of the Association shall be permitted to transact their business on school property at reasonable times, provided this shall not interfere with or interrupt normal school operations. Prior notification must be given to the school administrator.

5.9 The Board shall deduct eighty-five (85) percent of said Association dues for all certificated and non-certificated personnel who are not members of the Association.

5.10 Exclusive Rights

The rights and privileges of the Association and its representatives, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of teachers, clerks, secretaries, attendance officers and transportation personnel, and to no other organization.

ARTICLE VI

TEACHER FACILITIES

6.1 Listing of Facilities

Each school shall have the following facilities:

- a. Space for each teacher within an instructional area in which he teaches to store his instructional materials and supplies; such space can be a file cabinet, closet or locker.
- b. A serviceable desk and chair in each teaching area for the use of the teacher.
- c. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.
- d. Teacher's edition and course of study shall be provided for each teacher.
- e. Chalkboard space in every classroom.
- f. Adequate books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOADS

8.1 The length of the work day for all certified personnel in the elementary schools shall be from 8:40 a.m. to 3:00 p.m.

There shall be a 60-minute duty-free lunch hour with starting and finishing times to be set by Central Administration.

The Calabro School is not included in the above.

In the event of an emergency of short duration, i.e., snow, lack of heat, etc., the Superintendent, with prior notification to the President of the Association, may change the schedule. In the event of a permanent change, for whatever reason, from practice and policy, the parties shall meet and reach mutual agreement concerning such change.

If the parties do not reach agreement, either party, on five (5) days notice to the other, may request arbitration.

8.2 The work day for all high school teachers shall be from 8:25 a.m. to 2:45 p.m., during which, teachers will be scheduled for eight (8) periods.

During such hours, teachers shall have at least one (1) preparation period daily and one (1) lunch period and present practice of subject assignment shall remain. Teachers shall not be required to substitute during those above-mentioned periods.

8.3 All elementary teachers shall be granted five (5) preparation periods per week.

8.4 As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required

ARTICLE X

SALARY PROVISIONS

10.1 Salary payments to ten (10) month employees shall be made as follows:

a. September through June - two (2) payments per month as per pay schedule, totaling twenty (20) payments. The twentieth (20th) check shall be issued on the last day of school.

b. The Board shall deduct any monies owed it by personnel from the preceding school year in the September paycheck.

c. The pay calendar for the ensuing school year shall be submitted to the Board of Education for consideration by the Hoboken Teachers' Association no later than July 15.

10.2 In the event a teacher resigns from the Hoboken School System, written notice must be given to the Board at least sixty (60) days prior to the effective date of such resignation.

10.3 The Board shall give sixty (60) days notice to any teacher whose employment is being terminated.

10.4 A teacher resigning shall receive any monies due him by July 15th, based upon the salary schedule applicable at the time of resignation.

10.5 Rectification of any errors shall be given immediate attention.

10.6 Upon receipt of evidence of completion (official transcript) of any program that allows a teacher to move from one level to another, the teacher shall be placed on the new level retroactive to the application dates of October 1, February 15, or June 30 of that school year, provided the approved course credit is completed prior to retroactive date. The application for placement on the new level must be made prior to the date on which the adjustment is to be made.

12.2 The Superintendent shall assign all newly appointed personnel to their specific positions within their area of certification. The Superintendent shall give notice of assignments to new teachers as soon as possible.

12.3 Teachers shall be assigned to teach in areas for which they hold a teaching certificate issued by the New Jersey State Board of Examiners.

12.4 Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

12.5 Teachers who are directed to use their own automobiles in performance of duties shall be reimbursed by June 30 of each school year. Such reimbursement shall be a minimum of 15 cents per mile.

ARTICLE XIII

PROMOTIONS

13.1 All vacancies in permanent promotional positions as defined in Paragraph 13.2 of this article shall be adequately publicized by the Superintendent who shall set forth a description of and the qualifications for the vacant positions including salary, where possible, in the manner herein provided:

a. When school is in session, a notice shall be posted in each school as far in advance as practicable--ordinarily at least fifteen (15) school days before the final date when applications must be submitted and, in no event, less than ten (10) school days before such date. A copy of said notice shall be given to the Association President at the time of posting.

ARTICLE XIV
TEACHER EVALUATION

14.1 Formal evaluation of teachers shall be made utilizing the instrument adopted by the Board.

14.2 Each tenured teaching staff member shall be evaluated annually by appropriately certified administrators or supervisors against criteria which evolve logically from the instructional priorities and program objectives of each staff member's position as specified in the job description for his/her position.

14.3 The teacher being evaluated shall be given five (5) school days to provide comments before signing the final evaluation. The evaluation shall be placed in the personnel file and such signature shall in no way indicate agreement with the contents thereof.

14.4 Non-tenured teachers shall be subjected to three evaluations as required by law. Each evaluation shall be followed by a conference between the administrative-supervisory staff member who has made the evaluation and the non-tenured teaching staff member.

14.5 Grievances filed by a teacher shall not be placed in the regular personnel file but are to be placed in a separate file to be maintained for this purpose.

14.6 Once every two (2) years, tenured teachers shall have the right to review their files and to indicate those documents and/or other materials in their files which they believe to be obsolete and/or inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in his judgment, they are in fact obsolete and inappropriate, they shall be destroyed.

15.3 Each teacher in Category B shall be allowed fifteen (15) days absence in one school year for the reason of personal illness. Teachers in Category B may accumulate all their unused personal illness days. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

15.4 Each teacher in Category C shall be allowed twenty (20) days absence in one school year for the reason of personal illness. Teachers in Category C may accumulate their unused personal illness days to a maximum of fifteen (15) per year. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

15.5 Each teacher in Category D shall be allowed twenty-five (25) days absence in one school year for the reason of personal illness. Teachers in Category D may accumulate their unused personal illness days to a maximum of fifteen (15) days per year. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

15.6 All accumulated days prior to July 1, 1971, will be calculated and based on the leave policy heretofore in existence. A maximum of ten (10) days per year unused personal illness days shall be applied with respect to such prior accumulation.

15.7 The Superintendent of Schools may require medical certificates to accompany excuse blanks for each payroll period. The Board shall, upon application, of a teacher who has exhausted his sick leave, accept and review requests in writing for extended leave due to severe personal illness. The application must be accompanied by the written statement of the personal physician of the teacher, and said medical opinion must be verified by the Board physician. Having gathered all facts and medical opinions aforementioned, the Board shall review the application and, at its discretion, may grant the extended leave.

ARTICLE XVI
TEMPORARY LEAVE

16.1 No deduction in a teacher's salary shall be made nor absence days deducted for the following:

- a. Absence due to an injury arising out of or in the course of employment. However, the accident shall be promptly reported to the school nurse or building administrator. Absent employees may be visited by the school physician to certify as to the extent of the injury and to recommend to the Board the period of convalescence. During the course of absence, the employee may be required to visit the school physician when he/she is able to do so without impeding his/her recovery or aggravating his/her condition; i.e., when able to be up and about at home, to visit his/her own physician, etc. The purpose of these visits is to allow the school physician to evaluate and recertify as to the period of convalescence. When the employee and the Board's physicians disagree as to the term of convalescence, a third and binding opinion of a physician agreed to by the Board and the employee will be sought at the expense of the Board.
- b. Legal summons to court.
- c. Visits to other schools, workshops, conferences, for the purpose of observing different modes of instruction and discipline whenever the Superintendent directs or approves request for such visitation.
- d. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. Special requests

No more than six (6) such leaves will be granted to members of the bargaining unit at any one time.

The best criterion for judging a particular leave of absence is whether it will contribute to the improvement of teaching service.

17.2 Applications for sabbatical leaves for ensuing years shall be made six (6) months prior to date of requested leave. If approved, such leave shall officially begin at the beginning of either the first or second semesters of the school year immediately following. Applications shall be made upon a form as may be mutually agreed on by the Association and the Superintendent and shall include a program to be followed by the teacher during the period of leave. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. All applications shall be given consideration as for the reasonable and equitable distribution of approved sabbaticals among the different schools and departments of the Hoboken School System. Action must be taken on all sabbatical requests within ninety (90) days of the request having been submitted.

17.3 Any teacher who has completed seven (7) or more years of continuous satisfactory service in the Hoboken Public Schools will be eligible for a sabbatical leave of absence.

17.4 Salary during sabbatical leaves shall be one-half (1/2) of the scheduled salary which a teacher would have received had such leave not been granted. Teachers granted such leave, which shall be of either six (6) or twelve (12) months length, shall be required to contract to serve the Hoboken School System for double the length of the sabbatical leave after the expiration of said leave. Teachers returning from sabbatical leave shall be placed at the same step on the salary schedule that they would have attained had they not had a sabbatical leave.

ARTICLE XVIII

EXTENDED LEAVE OF ABSENCE

18.1 Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

18.2 Teachers may apply to the Board for a maternity leave of absence without pay which shall be granted at any time. However, in other than emergency situations, reasonable notice shall be given to the Board in order for it to have sufficient time to obtain an adequate replacement. The Board may request a pregnant teacher to produce a certificate from her physician certifying to the fact that the teacher is medically capable of performing her function as a teacher without reasonable risk or harm to herself or diminution in her ability to function. If the certificate is not produced within ten (10) days from the date of request or if the teacher's physician fails to certify as hereinbefore stated, then, and in that event, the teacher may be required to commence her leave forthwith. Nothing herein shall preclude a teacher from using sick leave for disability incurred as a result of pregnancy or complication arising therefrom.

18.3 Maternity and/or child rearing leave of absence shall be terminated provided ninety (90) days notice is given to the Board of the teacher's intention and ability to return to his/her position in September and sixty (60) days for those returning in February. However, a teacher will not be permitted to return in any month other than September or February. Such leave shall not extend beyond three (3) years.

18.10 All extensions or renewals of leaves shall be applied for in writing and granted in writing.

18.11 In order to be eligible for a salary increment, the person on approved leave shall have worked at least ninety (90) instructional days during the school year in which the leave was originally granted.

ARTICLE XIX

EVENING AND SUMMER SCHOOL

19.1 Evening and Summer School positions shall be posted in advance.

19.2 The Board of Education shall develop the criteria to be used for Evening and Summer School positions.

19.3 Said criteria shall be included in all posting notices.

19.4 All applicants meeting the criteria will be interviewed for the position involved.

19.5 Ultimate decision on the selection of these teachers shall remain with the Board of Education.

19.6 The list of persons selected for these positions shall be posted.

19.7 All of the provisions of this agreement shall apply to teachers who are otherwise members of the bargaining unit holding positions in the accredited evening school, summer school, home teaching and/or under federal programs, except where clearly inapplicable.

b. If the preceding procedure is not possible, the class shall be divided in accordance with the following schedule:

<u>NUMBER OF PUPILS</u>	<u>NUMBER OF TEACHERS</u>
Up to 7 pupils	1
8 - 12 pupils	2
13 - 17 pupils	3
18 - 22 pupils	4
Over 22 pupils	5

Each teacher shall receive one-fifth (1/5) of a substitute's pay for each day that said coverage is provided.

In the event that absenteeism exceeds fifteen (15) percent on a given day in a particular school, the principal may divide the students in an educationally equitable manner.

The one-fifth (1/5) of a substitute's pay shall be paid no later than July 15th.

21.6 "Emergency" shall be defined to include: (1) filling in for a Compensatory Education or Title I teacher; (2) teacher leaving after the start of the school day; and (3) teacher not advising school of intended absence before 7:45 a.m. When the call comes between 7:30 a.m. and 7:45 a.m. and the substitute reports before the close of school, the one-fifth (1/5) shall not be claimed.

ARTICLE XXII

NON-TEACHING DUTIES

22.1 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. The Professional Improvement Committee shall investigate all possible avenues of relief necessary to achieve the goal, relieving teachers

The committee shall not supersede the respective functions of the Association, Administration, Board or this agreement. Nothing in this article shall be construed either to require or prohibit changes in the agreement during its term.

Committee members shall be designated, in writing, by each party to the other no later than September 15th.

ARTICLE XXIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

24.1 Costs of in-service courses or programs shall be borne by the Board.

24.2 Mandatory in-service courses or programs shall be scheduled within the school day.

24.3 The Professional Improvement Committee shall investigate, study and make recommendations regarding the area of Professional Development and Educational Improvement in all its facets.

ARTICLE XXV

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

CORPORAL PUNISHMENT OF PUPILS

25.1 No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution, but any such person may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary:

CONTINUATION OF SUSPENSION:
REINSTATEMENT OF EXPULSION

25.4 No suspension of a pupil by a teacher or a principal shall be continued longer than the second regular meeting of the Board of Education of the district after such suspension unless the same is continued by action of the Board, and the power to reinstate, continue any suspension reported to it, or expel a pupil shall be vested in the Board.

ARTICLE XXVI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

26.1 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

26.2 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate superior.

26.3 Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police and the courts.

ARTICLE XXVII

PERSONAL AND ACADEMIC FREEDOM

27.1 The private and personal life of a teacher is not within the appropriate concern of the Board unless it affects his professional duties and performance in

shall meet with the teacher and explain the nature of the complaint. If possible, an attempt will be made to resolve the matter at this point.

Step 2

If either party to the complaint wishes to confer with the other, the principal or immediate superior of the teacher shall arrange for the meeting and attempt to resolve the complaint at that time.

Step 3

If the principal or teacher's immediate superior cannot resolve the matter to the satisfaction of all parties, then the principal or immediate superior may request that each party to the complaint submit his position in writing. Copies will be forwarded to the Superintendent of Schools, together with a report by the principal or teacher's immediate superior recounting his steps in attempting to resolve the problem.

Step 4

Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties. The teacher shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 5

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 6

After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the

of its membership dues shall give the Board written notice prior to the effective date of such change.

29.4 The Board agrees to deduct from teacher salaries money for insurance premiums of insurance sponsored by any of the professional associations set forth in Paragraph 29.1, so long as said teacher shall individually and voluntarily authorize the Board, in writing, to deduct such monies. The Board shall transmit the monies promptly to the designated agencies. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate associations. The Board shall notify the Association of the bank charges necessary to make deductions pursuant to this subsection and the Association shall pay all such charges directly to the bank.

ARTICLE XXX

MISCELLANEOUS

30.1 This agreement shall be interpreted under the laws of the State of New Jersey.

30.2 If any article or numbered paragraph of any article shall be deemed to be violative of the laws of the State of New Jersey, it shall be deemed null and void. However, all other articles and numbered paragraphs of any article shall continue in force and effect.

30.3 During the period of this agreement, there shall be no amendment, modification, or change of any provision unless in writing and with the mutual agreement of both parties.

30.4 All school buildings shall be supplied with mailboxes.

a. If by Association, to the Secretary of the Board at his office and the Superintendent.

b. If by the Board, to the President of the Association at his home address.

30.11 The Board shall make available to each building and to the President of the Association a copy of its Policy Manual. Said manual shall be made accessible to all employees.

ARTICLE XXXI

REPRESENTATION FEE

31.1 Representation Fee

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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

b. Amount of Fee

1. Notification

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 non-members will be determined by the Association in accordance with the law.

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. 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.

4. Mechanics

Except as otherwise provided in this article, the mechanics 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.

5. Changes

The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during

(a) Whether there is any preliminary rebate and, if so, its amount; and

(b) The steps to be taken by a non-member in order to request a rebate.

2. The Association shall post the notice for a period of not less than thirty (30) days in the same manner as it normally posts notices of interest to members of the negotiating unit or otherwise shall make a good faith effort to communicate to non-members in the negotiating unit the contents of said notice. Steps likewise shall be taken by the Association to inform promptly any non-member who first becomes subject to a representation fee agreement after the aforesaid posting or other communication of his or her rights in this regard.

c. Request for Rebate

1. A non-member may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than thirty (30) days after the non-member first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

2. The written statement shall include:

(a) A statement by the non-member that he or she is not a member of the Association.

(b) Whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and

(c) The name, address and employment position of the non-member.

3. If the written communication does not contain the above information, it shall be returned to the non-member with appropriate instructions for resubmission.

considered timely if it is postmarked not more than ten (10) days after the non-member received a written communication from the Association pursuant to Section e above. The Association shall contact the non-member who files such a challenge and attempt to dispose of it informally.

2. If the challenge is not disposed of to the satisfaction of the non-member pursuant to Paragraph 1 above, he or she may refer the challenge to the Regional Review Panel by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not later than ten (10) days after the non-member sent a written communication to the Association challenging the final rebate. The Regional Review Panel shall take such steps as it deems appropriate to dispose of the challenge, provided that:

(a) The non-member and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and

(b) The burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association. The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

3. The Regional Review Panel shall render its decision not more than thirty (30) days after the non-member sent a written communication referring the challenge to it. Each non-member who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

4. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each non-member

SCHEDULE A

1981 - 1982

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>BA+60</u>	<u>MA+30</u>	<u>DOCT.</u>
1	\$13,125	\$13,780	\$14,470	\$15,190	\$15,950	\$16,750
2	13,625	14,306	15,020	15,772	16,557	17,386
3	14,306	15,020	15,772	16,557	17,386	18,258
4	15,020	15,772	16,557	17,386	18,258	19,168
5	15,772	16,557	17,386	18,258	19,168	20,121
6	16,557	17,386	18,258	19,168	20,121	21,124
7	17,386	18,258	19,168	20,121	21,124	22,182
8	18,258	19,168	20,121	21,124	22,182	23,288
9	19,168	20,121	21,124	22,182	23,288	24,449
10	20,121	21,124	22,182	23,288	24,449	24,787
11	21,124	22,182	23,288	24,449	24,787	25,670
12	22,182	23,288	24,449	24,787	25,670	26,460
13	23,365	24,449	24,787	25,670	26,460	27,250

LONGEVITY

15 years	\$750
20 years	250
25 years	300
30 years	250

SCHEDULE C

SALARY GUIDE FOR SPECIAL SERVICES (ADDITIONAL COMPENSATION)

1981 - 1982

Evening School Rate (per hour)	\$ 10.00
Guidance Counselors	545.00
Director of Career and College Services	545.00
Department Chairmen	1,090.00
Special Education Teachers	440.00
Reading Specialists	440.00
Learning Disability Consultant	820.00
Social Worker	765.00
Speech Therapist	765.00
Psychometrician	875.00
Psychologists	875.00
Audio-Visual Director	875.00
Resource Teachers	1,090.00
Coordinators	2,180.00
Dean of Students	1,090.00
Athletic Director	2,675.00
Basic Skills Improvement Program Coordinator	4,360.00

INSURANCE BENEFITS

The Board agrees to continue full family coverage of:

Blue Cross

Blue Shield

Rider J

Major Medical

Prescription Plan

The Board also agrees to continue the 60/40 Blue Cross/Blue Shield Dental Plan on an individual basis; effective November 1, 1981, the 80/20 Blue Cross/Blue Shield Dental Plan shall go into effect on an individual basis.

In addition, the Board agrees to provide full family 80/20 Dental Plan coverage to be effective July 1, 1982.

AGREEMENT

BETWEEN THE

HOBOKEN BOARD OF EDUCATION

AND THE

HOBOKEN TEACHERS' ASSOCIATION

(Clerks/Secretaries)

July 1, 1981 - June 30, 1984

ARTICLE I

RECOGNITION

1.1 The Board hereby recognizes the Association as the sole representative for negotiation purposes of all certificated and non-certificated personnel as to the terms and conditions of employment.

1.2 The term "teachers" when used in this agreement shall refer to all male and female certificated personnel.

1.3 The term "certificated personnel" shall not include the Superintendent of Schools, Assistants to the Superintendent, Administrative Assistants, Principals, Vice Principals, Supervisors and Directors.

1.4 The term "non-certificated personnel" shall include all clerks/secretaries, attendance officers and transportation personnel whether under contract, on leave, employed or to be employed by the Board.

ARTICLE II

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

2.1 Not later than November 1st, the Board agrees to initiate negotiations with the Association in accordance with the procedure set forth in Chapter 123 of the Public Laws of 1974 to complete a successor agreement.

2.2 The Board and the Association agree no amendment or modification of this Agreement will be undertaken during the term of such Agreement except by written mutual consent.

3.3 Procedure

a. Level 1 - School Level

Any employee covered by this agreement may either orally or in writing present a grievance to his school supervisor or appropriate supervisor or his designee within thirty (30) calendar days after the aggrieved knew of or would be reasonably expected to know of the facts constituting the grievance.

The aggrieved and school supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution. At this conference, the aggrieved may be represented by a representative of the Association or by himself provided, however, that, if the aggrieved is represented, he must be present.

The school supervisor shall render his decision to the aggrieved within five (5) school days after receiving the grievance provided, however, that, where the grievance has been presented in writing, the decision shall be in writing.

b. Level 2 - Superintendent, Secretary or Business Manager Level

If the grievance is not resolved at Level 1, the aggrieved may appeal the decision to the Superintendent, Secretary or Business Manager of Schools within five (5) school days after the decision at Level 1 has been given to him. This appeal must be in writing setting forth the acts or conditions and the reasoning upon which the grievance is based and the remedy sought. The Superintendent, Secretary, Business Manager or their designee shall meet with the aggrieved and his representative, if any, within five (5) school days after receipt of the grievance for the purpose of arriving at a mutually satisfactory solution. The aggrieved shall be given two (2) school days notice of this meeting and notice shall also be given to the supervisor or appropriate supervisor where the problem arose who shall, if he so desires, be permitted to attend.

An arbitrator, in passing upon a grievance alleging unfair or inequitable treatment by an act contrary to established Board policy, shall premise his determination on whether the Board's policy was disregarded or applied in so discriminatory, arbitrary or capricious manner as to constitute an abuse of discretion.

Each party shall bear his own expenses (witnesses, attorneys, etc.), but the expenses of the arbitration shall be shared equally by the Association and the Board.

d. The arbitrator shall limit his decision strictly to the application and interpretation of the Agreement and shall not have the power to make an award in the following areas:

1. Contrary to or modifying the terms of the Agreement or of applicable law.

2. Involving Board of Education policy under the terms of the Agreement unless the grievance alleges that discretion was used in an arbitrary, capricious, discriminating or disregarding manner or that the action was unjustly inconsistent with the general practices in the Hoboken School System.

e. Procedures for Grievances Arising out of End-of-the-Year School Reorganization

Where the grievance arises out of end-of-the-year reorganization, the time limits prescribed above shall be modified in these respects:

1. The grievance must be presented to the immediate supervisor within two (2) days after the occurrence of the act or within two (2) school days after he could reasonably be expected to know of the conditions which are the basis of the grievance. The immediate supervisor shall communicate his decision within two (2) days after receiving the grievance.

ARTICLE IV
EMPLOYEE RIGHTS

4.1 The Board agrees that every employee shall have the right to join any organization for the purpose of engaging in collective negotiations or to refrain from such activity.

4.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization.

The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.

4.3 No employee shall be prohibited from wearing pins or other identification of membership in the Association.

4.4 Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment--or the salary or any increments pertaining thereto--then he shall be given prior written notice of the reasons for such meeting. He shall be entitled to be represented by the Association or have a person of his own choosing present to advise and represent him during such meeting or interview.

written notification as to the reason(s) for the denial of the request. Denial thereof shall be subject to the Grievance Procedure.

5.3 The Association shall have the right to use school mailboxes for distribution of material. The principal shall be notified prior to the distribution of such material. The principal and superintendent shall receive copies of all material distributed, but approval is not necessary.

5.4 The Association shall have the exclusive right to post notices in the buildings.

5.5 The Association shall have its own bulletin board in each school for the posting of its material and the board shall be placed wherever possible in the teachers' lounge.

5.6 The Board agrees to make available to the Association all public information and, in addition, shall make available the names and addresses of all members of the bargaining unit to the Association President.

5.7 Whenever any employee representative of the Association or any employee is required by the Board and/or its agents to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

5.8 The Board shall continue to provide the Association with reasonable space for the storage of the property and material of the Association. The Association shall not hold the Board responsible for the loss or damage to any Association property or material.

5.9 The Board shall deduct eighty-five (85) percent of said Association dues for all certificated and non-certificated personnel who are not members of said Association.

6.4 When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

ARTICLE VII

TRANSFERS AND REASSIGNMENTS

7.1 An employee desiring a change in assignment shall make his request, in writing, to the Superintendent of Schools or the Secretary of the Board. Requests shall be granted subject to the judgment of the administration. First consideration shall be given to the individuals requesting transfers when positions become available.

7.2 Involuntary transfers will be made when, in the administration's judgment, conditions require them. The employee to be transferred shall be given consideration as to the available positions in the system. Seniority within the system shall be given consideration.

7.3 The appropriate administrator shall discuss the transfer with the employee and shall make the final assignment in writing.

ARTICLE VIII

VACANCIES AND NEW POSITIONS

8.1 Notice of all vacancies of employees in the unit shall be given to the Association President after official Board action vacating a position or creating a new position within the school system.

8.2 Employees interested therein must submit a written application to the proper administrator within ten (10) work days in order to be considered for the vacancy.

a. Two (2) personal days. Application to the employee's principal or other immediate superior for personal leave shall be made at least one (1) week before taking such leave, except for emergency, and the applicant for such leave shall not be required to state the reason for taking such leave, other than that he is taking it under this section.

b. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

c. Up to five (5) days at any one time in the event of death of a clerk's spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. Special requests for attendance at a funeral outside the immediate family as defined may be made to the Superintendent for his consideration and approval. Special requests for absences due to serious illness of a member of the immediate family may be made to the Superintendent for his consideration and approval.

10.2 Maternity Leave

a. Natural Birth

The Board shall grant maternity leave without pay to any clerk upon request, subject to the following stipulations and limitations:

1. Maternity leave shall commence and terminate on the date requested by the clerk.

2. Any clerk granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

the purpose of caring for a sick member of the clerk's immediate family. Additional leave may be granted at the discretion of the Board.

10.4 Political

The Board shall grant a leave of absence without pay to any clerk to campaign for or serve in a public office, or to campaign for a candidate for a public office other than himself.

10.5 Good Cause

a. Marriage of a clerk/secretary not to exceed four (4) days taken within the week of the marriage ceremony. Prior notification to the Superintendent of not less than two (2) weeks is required.

b. Other leaves of absence without pay may be granted by the Board for good reason.

10.6 Return from Leave

a. Salary

Upon return from leave granted pursuant to this article, a clerk shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

b. Benefits

All benefits to which a clerk was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

recess shall be as established by past practice.

13.2 The school day shall end at 1:00 p.m. on days preceding the following holidays: NJEA Convention, Thanksgiving Day, Christmas, Easter and Memorial Day.

13.3 Skeleton Crew Clause

Christmas Recess Closed - If any emergency occurs, only the Superintendent may call a skeleton crew to work.

ARTICLE XIV

SENIORITY

14.1 Seniority is defined as the employee's total uninterrupted length of service with the employer, beginning with his original date of hire by resolution of the Board.

ARTICLE XV

EMPLOYEE FACILITIES

15.1 The meeting room in the basement of the administration building, if not otherwise scheduled for use, may be used for lunch during scheduled lunch hours.

ARTICLE XVI

DEDUCTIONS FROM SALARY

16.1 The Board agrees to deduct from the salaries of its employees covered under this agreement dues for the Hoboken Teachers' Association and the New Jersey Education Association. Said deductions shall be made in compliance with Chapter 233, Public Laws of 1969, (N.J.S.A. 52:14-15.9e), and under rules established by the

language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

17.3 One thousand (1,000) copies of this agreement shall be printed at the joint expense of the Board and the Association, after agreement on format, no later than sixty (60) days after resolution of the Board. The agreement shall be presented to all the employees now employed or hereafter employed. Approval as to form will be certified by the chief negotiators for the Board and the Association prior to the printing of the agreement.

17.4 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 telegram or certified letter at the following addresses:

a. If by the Association, to the Board at the Board Office, 1115 Clinton Street, Hoboken, New Jersey 07030.

b. If by the Board, to the Association at 1115 Clinton Street, Hoboken, New Jersey 07030.

ARTICLE XVIII

REPRESENTATION FEE

18.1 Representation Fee

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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Board; or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. 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.

4. Mechanics

Except as otherwise provided in this article, the mechanics 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.

5. Changes

The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation

(b) The determination or publicizing of an organizational preference for a candidate for public office or a political party:

(c) Efforts to enact, defeat, repeal or amend legislation which is only incidentally related to the terms and conditions of employment of the employees represented by this Association as the majority representative but does not mean lobbying activities designated to foster policy goals in collective negotiations and contract administration or to secure for the employees represented by the Association advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the board of education; and

(d) Contributions to charitable, religious or ideological causes only incidentally related to the terms and conditions of employment of employees represented by the Association.

7. "Preliminary Rebate" means the result of the following computation:

(a) Not more than 30 days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.

(b) The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in Paragraph (a) above.

(c) The amount, if any, by which the product as determined in Paragraph (b) above exceeds the difference between the regular membership dues, fees and assessments and the representation fee shall constitute the preliminary

agreement becomes effective in any fiscal year, the Association shall post a notice which indicates:

- (a) Whether there is any preliminary rebate and, if so, its amount; and
- (b) The steps to be taken by a non-member in order to request a rebate.

2. The Association shall post the notice for a period of not less than thirty (30) days in the same manner as it normally posts notices of interest to members of the negotiating unit or otherwise shall make a good faith effort to communicate to non-members in the negotiating unit the contents of said notice. Steps likewise shall be taken by the Association to inform promptly any non-member who first becomes subject to a representation fee agreement after the aforesaid posting or other communication of his or her rights in this regard.

c. Request for Rebate

1. A non-member may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than thirty (30) days after the non-member first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

2. The written statement shall include:

- (a) A statement by the non-member that he or she is not a member of the Association;
- (b) Whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and
- (c) the name, address and employment position of the non-member.

f. Challenge to Final Rebate

1. A non-member may challenge the absence or amount of a final rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than ten (10) days after the non-member received a written communication from the Association pursuant to Section e above. The Association shall contact the non-member who files such a challenge and attempt to dispose of it informally.

2. If the challenge is not disposed of to the satisfaction of the non-member pursuant to Paragraph 1 above, he or she may refer the challenge to the Regional Review Panel by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not later than ten (10) days after the non-member sent a written communication to the Association challenging the final rebate. The Regional Review Panel shall take such steps as it deems appropriate to dispose of the challenge, provided that:

(a) The non-member and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and

(b) The burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association. The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

3. The Regional Review Panel shall render its decision not more than thirty (30) days after the non-member sent a written communication referring the challenge to it. Each non-member who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

SCHEDULE A

1981 - 1982

ADMINISTRATIVE CLERKS

SCHOOL CLERKS

STEP

STEP

1	\$ 9,487	1	\$ 9,083
2	9,848	2	9,429
3	10,300	3	9,805
4	10,698	4	10,246
5	11,080	5	10,611
6	11,407	6	10,922
7	11,815	7	11,314
8	12,224	8	11,707
9	12,579	9	12,045
10	12,862	10	12,431

LONGEVITY

15 years	\$750
20 years	250
25 years	300
30 years	250

SCHEDULE C

1981 - 1982

Secretary to the High School Principal	\$2,060
Attendance Clerk	330
Bookkeeper Title I	1,310
Payroll Clerk	1,635
Computer Clerk Phase 1	820
Computer Clerk Phase 2	1,635
Purchasing Clerk (Senior)	1,635
Purchasing Clerk (Junior)	1,310
Evening School Clerk	\$4.45

1982 - 1983

Secretary to the High School Principal	\$2,245
Attendance Clerk	355
Bookkeeper Title I	1,425
Payroll Clerk	1,780
Computer Clerk Phase 1	890
Computer Clerk Phase 2	1,780
Purchasing Clerk (Senior)	1,780
Purchasing Clerk (Junior)	1,425
Evening School Clerk	\$5.00

AGREEMENT

BETWEEN THE

HOBOKEN BOARD OF EDUCATION

AND THE

HOBOKEN TEACHERS' ASSOCIATION

(Attendance Officers)

July 1, 1981 - June 30, 1984

ARTICLE I
RECOGNITION

1.1 The Board hereby recognizes the Association as the sole representative for negotiation purposes of all certificated and non-certificated personnel as to the terms and conditions of employment.

1.2 The term "teachers" when used in this agreement shall refer to all male and female certificated personnel.

1.3 The term "certificated personnel" shall not include the Superintendent of Schools, Assistants to the Superintendent, Administrative Assistants, Principals, Vice Principals, Supervisors and Directors.

1.4 The term "non-certificated personnel" shall include all clerks/secretaries, attendance officers and transportation personnel whether under contract, on leave, employed or to be employed by the Board.

ARTICLE II
MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

2.1 Not later than November 1st, the Board agrees to initiate negotiations with the Association in accordance with the procedure set forth in Chapter 123 of the Public Laws of 1974 to complete a successor agreement.

2.2 The Board and the Association agree no amendment or modification of this agreement will be undertaken during the term of such agreement except by written mutual consent.

Both parties agree that proceedings pursuant to this procedure shall be informal at Level One (1) and confidential at all levels.

3.3 Procedure

a. Level 1 - School Level

Any employee may either orally or in writing present a grievance to his school principal or appropriate supervisor or his designee within thirty (30) calendar days after the aggrieved employee knew of or would be reasonably expected to know of the facts constituting the grievance.

The employee and the school principal shall confer on the grievance with a view to arriving at a mutually satisfactory resolution. At this conference, the employee may be represented by a representative of the Association or by himself provided, however, that, if the employee is represented, he must be present.

The school principal shall render his decision to the aggrieved employee within five (5) school days after receiving the grievance provided, however, that, where the grievance has been presented in writing, the decision shall be in writing.

b. Level 2 - Superintendent Level

If the grievance is not resolved at Level 1, the aggrieved employee may appeal the decision to the Superintendent of Schools within five (5) school days after the decision at Level 1 has been given to him. This appeal must be in writing setting forth the acts or conditions and the reasoning upon which the grievance is based and the remedy sought. The Superintendent or his designee shall meet with the employee and his representative, if any, within five (5) school days after receipt of the grievance for the purpose of arriving at a mutually satisfactory solution. The employee shall be given two (2) school days notice of

An arbitrator, in passing upon a grievance alleging unfair or inequitable treatment by an act contrary to established Board policy, shall premise his determination on whether the Board's policy was disregarded or applied in so discriminatory, arbitrary or capricious manner as to constitute an abuse of discretion.

Each party shall bear his own expenses (witnesses, attorneys, etc.), but the expenses of the arbitration shall be shared equally by the Association and the Board.

d. The arbitrator shall limit his decision strictly to the application and interpretation of the agreement and shall not have the power to make an award in the following areas:

1. Contrary to or modifying the terms of the agreement or of applicable law.

2. Involving Board of Education policy under the terms of the agreement unless the grievance alleges that discretion was used in an arbitrary, capricious, discriminating or disregarding manner or that the action was unjustly inconsistent with the general practices in the Hoboken School System.

e. Procedures for Grievances Arising out of End-of-the-Year School Reorganization

Where the grievance arises out of end-of-the-year reorganization, the time limits prescribed above shall be modified in these respects:

1. The grievance must be presented to the principal or immediate supervisor within two (2) days after the occurrence of the act or within two (2) school days after he could reasonably be expected to know of the conditions which are the basis of the grievance. The principal or immediate supervisor shall communicate his decision within two (2) days after receiving the grievance.

ARTICLE IV
EMPLOYEE RIGHTS

4.1 The Board agrees that every employee shall have the right to join any organization for the purpose of engaging in collective negotiations or to refrain from such activity.

4.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization.

The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.

4.3 No employee shall be prohibited from wearing pins or other identification of membership in the Association.

4.4 Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment--or the salary or any increments pertaining thereto--then he shall be given prior written notice of the reasons for such meeting. He shall be entitled to be represented by the Association or have a person of his own choosing present to advise and represent him during such meeting or interview.

withheld without written notification as to the reason(s) for the denial of the request. Denial thereof shall be subject to the Grievance Procedure.

5.3 The Association shall have the right to use school mailboxes for distribution of material. The principal shall be notified prior to the distribution of such material. The principal and superintendent shall receive copies of all material distributed, but approval is not necessary.

5.4 The Association shall have the exclusive right to post notices in the buildings.

5.5 The Association shall have its own bulletin board in each school for the posting of its material and the board shall be placed wherever possible in the teachers' lounge.

5.6 The Board agrees to make available to the Association all public information and, in addition, shall make available the names and addresses of all members of the bargaining unit to the Association President.

5.7 Whenever any employee representative of the Association or any employee is required by the Board and/or its agents to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

5.8 The Board shall continue to provide the Association with reasonable space for the storage of the property and material of the Association. The Association shall not hold the Board responsible for the loss or damage to any Association property or material.

5.9 The Board shall deduct eighty-five (85) percent of said Association dues for all certificated and non-certificated personnel who are not members of said Association.

7.4 In the event an employee exhausts accumulated sick leave as a result of an extended illness, the Board of Education may, in its discretion, grant extended sick leave pursuant to N.J.S.A. 18A:30-6, providing persons granted such leave shall receive their daily salary less the pay of a substitute. Disputes concerning the granting or denial of leaves pursuant to this provision shall be submitted to the Commissioner of Education.

ARTICLE VIII

OTHER LEAVE

8.1 Employees shall be entitled to the following temporary leaves of absence with full pay:

a. Two (2) personal days. Application to the employee's immediate superior for personal leave shall be made at least one (1) week before taking such leave and the applicant for such leave shall not be required to state the reasons for taking such leave other than he is taking it under this section.

b. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

c. Funerals of immediate members of a family not to exceed four (4) days per funeral.

8.2 The Board shall grant a leave of absence without pay to any employee to campaign for or serve in a public office or to campaign for a candidate for a public office other than himself.

8.3 Other leaves of absence without pay may be granted by the Board for good reason.

8.4 All benefits to which an employee was entitled at the time his leave

be as per Schedule A attached hereto.

ARTICLE XIII
REPRESENTATION FEE

13.1 Representation Fee

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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

b. Amount of Fee

1. Notification

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 non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation

3. 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.

4. Mechanics

Except as otherwise provided in this article, the mechanics 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.

5. Changes

The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

13.2 Demand and Return System

In compliance with Chapter 477, Public Laws of 1979, the Hoboken Teachers' Association (hereinafter the "Association"), adopts the following demand and return system.

(d) Contributions to charitable, religious or ideological causes only incidentally related to the terms and conditions of employment of the employees represented by the Association.

7. "Preliminary Rebate" means the result of the following computation:

(a) Not more than thirty (30) days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.

(b) The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in Paragraph (a) above.

(c) The amount, if any, by which the product as determined in Paragraph (b) above exceeds the difference between the regular membership dues, fees and assessments and the representation fee shall constitute the preliminary rebate. When used herein, the preliminary rebate means the rebate for the appropriate category of membership.

8. "Final Rebate" means the result of the following computation: not more than thirty (30) days after the end of each fiscal year in which a representation fee agreement was in effect, the Association shall perform the computation provided for in Paragraph 7 above to determine the preliminary rebate, except that it shall use actual rather than allocated expenditures for the fiscal year in question.

9. "Regional Review Panel" means a panel consisting of one representative designated by the Association; one by the Hudson County Education Association; one by the New Jersey Education Association; and one by the National Education Association. The representative designated by the Association shall be chairperson of the Panel.

c. Request for Rebate

1. A non-member may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than thirty (30) days after the non-member first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

2. The written statement shall include:

(a) A statement by the non-member that he or she is not a member of the Association;

(b) Whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and

(c) The name, address and employment position of the non-member.

3. If the written communication does not contain the above information, it shall be returned to the non-member with appropriate instructions for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

d. Acknowledgement of Request for Rebate

The Association shall send to each non-member who requests a rebate, a written communication informing him or her that:

1. The request for a rebate has been received;

2. The amount of the preliminary rebate, if any, has been placed in an escrow account; and

3. The final rebate to which he or she is entitled, if any, will be sent to him or her after the end of the fiscal year in question.

e. Notification of Final Rebate

1. Not more than thirty (30) days after the end of the fiscal year in question, the Association shall send to each non-member who requested a rebate

(a) The non-member and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and

(b) The burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association. The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

3. The Regional Review Panel shall render its decision not more than thirty (30) days after the non-member sent a written communication referring the challenge to it. Each non-member who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

4. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each non-member who filed a timely challenge to the final rebate shall be sent any additional amount to which he or she may be entitled.

5. If a non-member is not satisfied with the decision of the Regional Review Panel, he or she may refer the challenge to the Board in accordance with the rules of the Board.

g. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

SCHEDULE A

1981 - 1982

ATTENDANCE OFFICERS

STEP

1	\$ 9,045
2	9,592
3	10,137
4	10,682
5	11,336
6	12,099
7	12,862
8	13,478

LONGEVITY

15 years	\$ 750
20 years	250
25 years	300
30 years	250

SCHEDULE C

	<u>1981-82</u>	<u>1982-83</u>
CHIEF ATTENDANCE OFFICER	\$1,310	\$1,425
ASSISTANT TO THE CHIEF	655	715

AGREEMENT

BETWEEN THE

HOBOKEN BOARD OF EDUCATION

AND THE

HOBOKEN TEACHERS' ASSOCIATION

(Transportation Unit)

July 1, 1981 - June 30, 1984

ARTICLE I
RECOGNITION

1.1 The Board hereby recognizes the Association as the sole representative for negotiation purposes of all certificated and non-certificated personnel as to the terms and conditions of employment.

1.2 The term "teachers", when used in this agreement, shall refer to all male and female certificated personnel.

1.3 The term "certificated personnel" shall not include the Superintendent of Schools, Assistants to the Superintendent, Administrative Assistants, Principals, Vice Principals, Supervisors and Directors.

1.4 The term "non-certificated personnel" shall include all clerks/secretaries, attendance officers and transportation personnel whether under contract, on leave, employed or to be employed by the Board.

ARTICLE II
NEGOTIATION PROCEDURE

2.1 The Board and the Association will conduct all meetings over a successor agreement in accordance with the requirements of Chapter 123, Public Laws of 1974.

2.2 The Board and the Association will meet by November 1st prior to the expiration of any agreement to establish rules of conduct for all meetings necessary to complete a successor agreement.

2.3 The Board and the Association agree no amendment or modification of this agreement will be undertaken during the term of such existing agreement except by written mutual agreement.

3.4 The time limits specified in the procedure may be extended, in any specific instance, by mutual consent.

3.5 If a grievance arises from an action of the Board, the employee may present the grievance at Step Two of this procedure.

3.6 At each of the steps of the grievance procedure, the Board and the employee shall have the duty to present all evidence; provided, however, that, at Step Two, evidence not presented at Step One shall not be presented unless such evidence was not known to exist and could not by reasonable diligence have been discovered prior to Step One.

3.7 Whenever members of the negotiating unit are mutually scheduled by the parties hereto to participate in the processing of a grievance during working hours, no loss in pay will be suffered.

3.8 An employee filing a complaint may, at any step in the grievance procedure, be accompanied by a representative of his own choice but must personally be present with his representative.

ARTICLE IV

EMPLOYEE RIGHTS

4.1 The Board agrees that every employee shall have the right to join any organization for the purpose of engaging in collective negotiations or to refrain from such activity.

4.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to

methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

b. Any question of a critical nature or criticism by a member of the bargaining unit of an administrator, supervisor or board member, as individuals, shall be made in confidence and not in the presence of students, parents or other public gatherings.

ARTICLE V

ASSOCIATION RIGHTS

5.1 Representatives of the Association shall be permitted to transact their business on school property at reasonable times, provided this shall not interfere with or interrupt normal school operations. Prior notification must be given to the school administrator.

5.2 Representatives of the Association shall be permitted to use school buildings at reasonable after-school hours for meetings. Prior approval, in writing, of such meetings shall be obtained from the principal of the school through the office of the superintendent. Such approval shall not be unduly withheld without written notification as to the reason(s) for the denial of the request. Denial thereof shall be subject to the Grievance Procedure.

5.3 The Association shall have the right to use school mailboxes for distribution of material. The principal shall be notified prior to the distribution of such material. The principal and superintendent shall receive copies of all material distributed, but approval is not necessary.

5.4 The Association shall have the exclusive right to post notices in the buildings.

agreement are set forth in Schedules A and C attached hereto.

6.2 The regular work shall be: Monday through Friday, forty (40) hours, commencing at 7:00 a.m. and ending at 4:00 p.m. Included in these hours shall be one (1) hour for lunch. Said lunch shall be duty-free and without obligation to the Board.

Overtime for hours which exceed the regular number of hours per day shall be at the following rate:

a. One and one-half (1-1/2) times the basic hourly rate for weekdays.

b. Two (2) times the basic hourly rate for holidays and weekends.

6.3 Drivers are twelve (12) month employees and shall be paid in twenty-four (24) semi-monthly installments.

6.4 When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive paychecks on the last previous working day.

6.5 The period of time between the summer closing of Hoboken schools and the reopening of schools in September shall be designated as summer hours, and the workday for said time shall continue as in past summers.

6.6 During the period of time designated as Easter Week and Christmas Week, when Hoboken schools are closed, the parties agree to implement a work schedule which conforms to past practice for this period of time.

6.7 For any work performed on designated holidays, the employee shall be allowed compensable time at the rate of time and one-half of his regular pay.

ARTICLE VII

TRANSFERS AND REASSIGNMENTS

7.1 An employee desiring a change in assignment shall make his request

9.2 All employees shall be allowed ten (10) days sick leave a year, which shall be cumulative. Any days accrued prior to this contract shall remain as per records regularly maintained in the business office. A medical certificate may be requested after four (4) consecutive days of absence.

9.3 By September 15th of each year, the Board shall notify each employee of his or her accumulated sick leave as of the prior September 1st.

9.4 In the event an employee exhausts accumulated sick leave as a result of extended illness, the Board of Education may, in its discretion, grant extended sick leave pursuant to N.J.S.A. 18A:30-6, providing persons granted such leave shall receive their daily salary less the pay of a substitute. Disputes concerning the granting or denial of leaves pursuant to this provision shall be submitted to the Commissioner of Education.

ARTICLE X

OTHER LEAVE

10.1 Employees shall be entitled to the following temporary leaves of absence with full pay:

a. Two (2) personal days. Application to the employee's immediate superior for personal leave shall be made at least one (1) week before taking such leave and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.

b. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

c. Funerals of immediate members of a family, not to exceed four (4) days per funeral.

12.2 The vacation period shall be optional from July 1 to September 1. Whenever possible, seniority in the choice of vacations shall prevail.

Requests for vacation time, other than the above, shall be at the discretion of the immediate superior.

ARTICLE XIII

SENIORITY AND JOB SECURITY

13.1 An appointed employee shall lose all accumulated school district seniority only if he:

a. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.

b. Is laid off for more than thirteen (13) consecutive calendar months.

13.2 In the event of a departmental or work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved.

a. At least three (3) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an opportunity, to be exercised within said three (3) days, to fill such vacancy. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall be first assigned to the vacancies involved.

b. In the event that there is no such vacancy, then the laid-off employee

Within three (3) days from receipt of such notice of recall, the employee shall notify the director of the department involved, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within five (5) days from the date he receives the recall notice or within such period of time as set forth in a written extension of time signed by the director of the department or his designee. In the event he shall fail to so report for work, he shall forfeit all of his seniority and all rights to recall.

13.5 Seniority shall not be accumulated during the period of lay-off. Upon recall, the appointed employee shall have his accumulated seniority to the date of lay-off.

13.6 Five (5) days notice of lay-off shall be given to appointed employees involved, except where the appointed employee with the least seniority is displaced under Section 4 thereof.

13.7 An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance. In the event that no written grievance is filed within said time, the lay-off or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

13.8 All notices of examinations for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such examination notice shall be sent to the Association.

ARTICLE XV

HOLIDAYS

15.1 All employees covered by this agreement shall receive the following holidays:

New Year's Day	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Columbus Day	Good Friday
Memorial Day	Christmas Day
Independence Day	Municipal Election
Labor Day	Martin Luther King Day
NJEA (2 Convention Days)	November Election Day

ARTICLE XVI

MISCELLANEOUS

16.1 If any provision of this agreement is held to be contrary to law, then such provision shall be null and void, but all other provisions shall continue in full force and effect.

16.2 Any individual contract between the Board and an individual employee, heretofore and 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.

16.3 Drivers shall deliver food stuffs. Drivers shall have truck at appropriate place for loading. Drivers shall not be required to load food stuffs. Drivers shall proceed to each individual school and drivers shall unload at inside of delivery door.

ARTICLE XVII
REPRESENTATION FEE

17.1 Representation Fee

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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

b. Amount of Fee

1. Notification

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 non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee shall be set at 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the

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.

4. Mechanics

Except as otherwise provided in this Article, the mechanics 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.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

17.2 Demand and Return System

In compliance with Chapter 477, Public Laws of 1979, the Hoboken Teachers' Association, (hereinafter the "Association"), adopts the following demand and return system.

a. Definitions

1. "Board" means the three-member board established by Section 3 of

7. "Preliminary Rebate" means the result of the following computation:

(a) Not more than thirty (30) days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.

(b) The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in Paragraph (a) above.

(c) The amount, if any, by which the product as determined in Paragraph(b) above exceeds the difference between the regular membership dues, fees and assessments and the representation fee shall constitute the preliminary rebate.

When used herein, the preliminary rebate means the rebate for the appropriate category of membership.

8. "Final Rebate" means the result of the following computation: not more than thirty (30) days after the end of each fiscal year in which a representation fee agreement was in effect, the Association shall perform the computation provided in Paragraph 7 above to determine the preliminary rebate, except that it shall use actual rather than allocated expenditures for the fiscal year in question.

9. "Regional Review Panel" means a panel consisting of one representative designated by the Association; one by the Hudson County Education Association; one by the New Jersey Education Association; and one by the National Education Association. The representative designated by the Association shall be chairperson of the Panel.

10. "Regular Membership Dues, and Assessments of the Association" means the amount that a person is required to pay in order to become and remain a

representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

2. The written statement shall include:

(a) A statement by the non-member that he or she is not a member of the Association;

(b) Whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and

(c) The name, address and employment position of the non-member.

3. If the written communication does not contain the above information, it shall be returned to the non-member with appropriate instructions for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

d. Acknowledgement of Request for Rebate

The Association shall send to each non-member who requests a rebate, a written communication informing him or her that:

1. The request for a rebate has been received;

2. The amount of the preliminary rebate, if any, has been placed in an escrow account; and

3. The final rebate to which he or she is entitled, if any, will be sent to him or her after the end of the fiscal year in question.

e. Notification of Final Rebate

1. Not more than thirty (30) days after the end of the fiscal year in question, the Association shall send to each non-member who requested a rebate, a written communication which indicates:

(a) Whether there is a final rebate, and if so, a check for the appropriate amount shall be included;

3. The Regional Review Panel shall render its decision not more than thirty (30) days after the non-member sent a written communication referring the challenge to it. Each non-member who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

4. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each non-member who filed a timely challenge to the final rebate shall be sent any additional amount to which he or she may be entitled.

5. If a non-member is not satisfied with the decision of the Regional Review Panel, he or she may refer the challenge to the Board in accordance with the rules of the Board.

f. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

ARTICLE XVIII

DURATION

18.1 The non-economic provisions of this Agreement shall be effective as of July 1, 1981, and shall remain in full force and effect until June 30, 1984, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article II hereof. Salary provisions shall be reopened for the 1983-84 school year.

SCHEDULE A

1982 - 1983

STEP

1	\$12,458
2	12,932
3	13,425
4	13,782
5	14,317
6	14,643
7	14,703
8	14,786
9	14,815
10	14,846
11	14,881
12	14,917
13	14,977

LONGEVITY

15 years	\$ 900
20 years	250
25 years	300
30 years	250

It is herewith acknowledged by the parties signing this instrument that they are aware of the contents of this Agreement and each and every page thereof, and,

It is further understood and agreed that the provisions of this Agreement shall be binding on the parties hereto, their legal representatives assignees and/or successors;

IN WITNESS WHEREOF, the said parties have set their hands and seals or caused these presents to be signed and their proper seals to be hereto affixed the day and year first above written.

The Board of Education of the
City of Hoboken, Hudson County

By: *Robert J. Wendelker*.....
(President)

Witnessed: *Thomas J. Gallo*.....
(Secretary)

The Hoboken Teachers' Association

By: *Mary C. Petrowski*.....
(President)

Witnessed: *Edward Radigan*.....
(Vice President)

NOTES

Hoboken Teachers' Association	792-6696 792-6697
NJEA - West New York	861-1266
New Jersey Dental Plan	334-6300
New Jersey Blue Shield	456-2022
New Jersey Blue Cross	456-3033
H.I.P.	348-6400
Prudential Major Medical	631-2526
Hoboken Federal Employees Credit Union	659-0126
Pension	(609) 292-2121
Pension Loan	(609) 292-3618

KEY TO DEDUCTIONS

1. NJEA Dues
2. H.I.P.
3. Custodial Dues
4. Pension
5. Open
6. Dental
7. Pension Loan
8. Credit Union
9. Back Deduction
10. Washington National
11. Administration Dues
12. Miscellaneous
13. Contributory Insurance
14. Arrears
15. Supplemental Annuity