

**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 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, transportation personnel, and Coordinator of Inventory, 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 of the Public Laws of 1974.

2.2 The Board and the Association will meet by November 1st prior to 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.

**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.

3.3 Procedure

a. Level 1 - School Level

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

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

The school principal shall render his decision, in writing, to the aggrieved teacher within five (5) school days after receiving the grievance.

b. Level 2 - Superintendent Level

If the grievance is not resolved at Level 1, the aggrieved teacher 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 teacher 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 teacher shall be given two (2) school days notice of this meeting and notice shall also be given to the principal or appropriate supervisor where the problem arose who shall, if he so desires, be permitted to attend.

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, and he shall issue his findings not later than thirty (30) calendar days from the date of the final hearing.

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.

3. A grievance over the non-renewal of a non-tenured teacher's contract.

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.

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 Superintendents 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 sub-section 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 3.3 a above and 3.3 b 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 3.3 b, 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 aggrieved person is dissatisfied with the Board of Education's decision or no decision is rendered within the time period of ten (10) school days, Level 3, Arbitration Level, will then take effect.

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.

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 the 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 questions 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.

4.7 No teacher shall be disciplined, reduced in rank, or suffer loss of compensation without just cause.

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 building.

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 a. Release Time for Association President

The Association President shall be relieved of all duty assignments. The Association President's schedule shall be arranged to provide straight teaching periods in the morning.

b. All HEA officers shall be assigned to last period preparation, during which time they may leave their assigned buildings to conduct Association business.

5.9 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.

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

5.11 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, transportation personnel and Coordinator of Inventory, 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.

g. Adequately ventilated and lighted classrooms.

6.2 The Board agrees to institute an answering service which would enable the teacher to call in his unavailability for work between the hours of 4:00 p.m. and 7:45 a.m.

ARTICLE VII WORK YEAR - WORK DAY

7.1 The school calendar shall be at the discretion of the Board. The in-school work year shall consist of 180 days plus one (1) orientation or Superintendent's day which will begin at 9:00 a.m. and end at 1:00 p.m. and three (3) Institute days which will be conducted according to the following format:

Students dismissed at 1:00 p.m.
Teachers lunch from 1:00 p.m. - 1:30 p.m.
Institute Day from 1:30 p.m. - 4:00 p.m.

7.2 The school day shall end at 1:00 p.m. on days preceding the following holidays:

NJEA Convention	Easter
Thanksgiving Day	Memorial Day
Christmas	

7.3 Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. In those emergency situations when all children are dismissed from a given school (building) during the school day, all teachers will be subject to another assignment provided that the time put in by the students was sufficient to count as a school day. If the time put in by the students was not sufficient, then the teachers shall not be assigned elsewhere but will be dismissed for the day. **The Board will consider delayed openings whenever possible.**

7.4 The Association shall have the right to submit its recommendations to the Superintendent, with a copy to the Board, no later than March 15, with respect to the school calendar for the following school year. The Board shall give full consideration to the recommendations in establishing the school calendar.

ARTICLE VIII
TEACHERS HOURS AND TEACHING LOADS

8.1 a. The length of the work day for all certificated personnel in the elementary school shall be from 8:30 a.m. through 2:35 p.m.

b. The length of the work day for all high school teachers shall be from 8:25 a.m. through 2:50 p.m. during which all teachers will be scheduled for eight (8) periods.

c. 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. **Shortened schedules will include all periods of the day rather than the elimination of periods.** 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.

d. Teachers' work day may be required to begin teaching forty (40) minutes prior to the opening of school or to teach forty (40) minutes beyond the close of school. In either case, the total length of the work day as provided in 8.1 a. or b. above shall not be increased. This flexible schedule shall be promulgated by the Superintendent.

8.2 During such hours, high school 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 a. All elementary teachers shall be granted one (1) preparation period per day (effective September 1999) and no less than a daily thirty (30) minute duty free lunch.

b. A joint HEA/Superintendent's Committee (consisting of two appointees each by the HEA President and the Superintendent) to make recommendations to the Superintendent regarding the elementary lunch program for school year 99/2000.

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 to "clock in or clock out" by hours or minutes. Teachers shall indicate their presence for duty by initialing in the appropriate column of the faculty "sign-in" roster.

8.5 The Administration can schedule one (1) faculty meeting per month, for up to a 45-minute duration. Such meeting shall commence within ten (10) minutes of the last students dismissal. Forty-eight (48) hours notification shall be given for such meetings. In the event of an emergency, this clause can be disregarded upon notification to **the Association president.**

8.6 All teachers shall attend up to two (2) parents' nights at their schools. The Superintendent shall schedule a district-wide half session day as compensation for each parents' night.

**ARTICLE IX
PROFESSIONAL DEVELOPMENT COMMITTEE**

9 a. A **Professional Development** Committee will be established as per state guidelines.

b. The committee will meet during school hours on a schedule to be established by the committee with the approval of the superintendent.

c. The committee's function and recommendations will be in accordance with the state guidelines.

**ARTICLE X
SALARY PROVISIONS**

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

a. September through June - there shall be 22 payments as per pay schedule. The 22nd 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 Education Association no later than July 15.

d. An employee may have the option of choosing direct deposit of employee paychecks at a bank of their choice.

e. All monies due to teachers for such things as perfect attendance, class coverage, etc. shall be mailed or directly deposited no later than July 15th.

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 **and adjustments made within fifteen (15) days of the notification of error by the employee.**

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.

10.7 All checks are to be distributed by 11:30 a.m., if available.

10.8 a. Any employee receiving additional monies over and above our salary guide should be placed on Schedule B/C (either Special Services or Athletic Program Salary Guides).

b. Special Education Teacher and Reading Specialist stipends from schedule C shall continue to be paid to those teachers in the Hoboken School District who are actually receiving these stipends as of June 30, 1986. These teachers shall continue to receive these stipends provided they hold the respective positions. No new personnel shall be granted a stipend for either special education teaching or reading specialists. This includes employees yet to be hired in the district as well as other employees in the district who are currently employed by the Hoboken Board of Education but who are not receiving these stipends as of June 30, 1986.

c. Schedule B & C jobs are to be negotiated by a sub committee with equal representation of the Board and the Association.

ARTICLE XI TEACHER EMPLOYMENT

11.1 The Board agrees to hire only certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

11.2 Any teacher employed shall be on a full step of the salary guide and, following the completion of ninety (90) instructional days, shall be given full credit for one (1) year's service toward the next increment step the following year.

11.3 Non-tenure teachers shall be notified of their contract and salary status for the ensuing school year, in writing, by the Board of Education no later than April 30th **as per statute and Board policy.**

ARTICLE XII TEACHING ASSIGNMENTS

12.1 All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than one (1) week prior to the closing of school, except in cases of emergency. In the event of emergency, said information shall be sent to the individual teacher during the summer at an address designated by him to the Superintendent.

12.2 The Superintendent shall assign all newly appointed personnel to their specific positions within their area of certification. The Superintendent shall give **written** 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. Teachers required to travel shall be relieved of duty assignments on the day(s) travel is scheduled.

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 **thirty-six cents (\$.36)** 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 **forty-eight hours prior to posting.**

b. Teachers who desire to apply for such vacancies shall submit their application in writing to the Superintendent or his designee within the time limit specified in the notice.

c. **The Superintendent shall include summer postings on the district web site.**

d. **All postings from the end of school through July 15th shall be mailed to the seven (7) officers of the Association.**

e. **Any position which is created or which becomes available through vacancy must be simultaneously posted on the district web site together with outside notification or advertising.**

13.2 Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility.

13.3 The Board of Education shall develop the criteria to be used for promotions.

13.4 Said criteria shall be included in all posting notices.

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

13.6 Notices required to be posted in this article shall be posted on the bulletin board covered by this agreement in all schools.

13.7 Any person assigned by the Superintendent and approved by the Board to an acting position for three months or more shall be compensated at the rate

of pay normally paid at his proper step in the existing salary guide for that position.

13.8 The Board agrees to receive written recommendations from the Association and give full consideration to such recommendations.

13.9 a. All Co-curricular and Extra-curricular position openings shall be posted in accordance with procedures set forth in Section 13.1.

b. If the procedure set forth in Section 13.1 above fails to produce a qualified applicant from within the district, the Board shall make every effort to employ a qualified out-of-district person who is the holder of an appropriate New Jersey teaching certificate.

c. The Board's determination that no out-of-district qualified person can be found shall be subject to challenge by the Association under the grievance procedure contained in this Agreement.

d. If, after having made every effort, the Board is unable to employ a qualified person in accordance with the procedures set forth in Paragraphs a, b, and c above, the Board may assign a qualified teaching staff member from within the district. In-district teachers shall not be involuntarily assigned to such positions for more than one (1) year. Any such involuntary assignment shall be made on the basis of reverse seniority among the pool of qualified personnel.

e. The salary and other terms and conditions of employment for any Co-curricular and Extra-curricular activities not employed currently set forth in Schedule B shall be subject to negotiations between the Board and the Association.

ARTICLE XIV TEACHER EVALUATION

14.1 Formal evaluation of teachers shall be made utilizing the instrument and procedure adopted by the Hoboken Board of Education and reviewed by the Hoboken Education Association.

14.2 Each tenured teaching staff member shall be evaluated **once each school year** 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.

14.7 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had an opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and his/her answer shall be received by the Superintendent or his designee and attached to the file copy.

14.8 Teachers will receive a notification of one (1) week prior to an evaluation. **An unsatisfactory** evaluation will result in a re-evaluation.

**ARTICLE XV
SICK LEAVE AND INCENTIVE PLAN**

15.1 The scale for allowable absence shall be:

Category

- a. 1 to 5 years service - 10 days per year
- b. 6 to 20 years service - 15 days per year
- c. Over 20 years service - 20 days per year

15.2 Each teacher in Category A shall be allowed ten (10) days absence in one school year for the reason of personal illness. Teachers in Category A 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.

15.3 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 all 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.

15.5 Employees over twenty (20) years of service shall be paid for each unused sick day in excess of fifteen (15) at \$125. per day each day not used. (Example: Employee banks fifteen days and is paid for one to five of the remaining unused days). This payment is in addition to any perfect attendance payment achieved under Article 15.12.

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.

15.8 a. A teacher who elects to retire under one of the plans of the N.J.T.P.A.F. shall be granted the cash value for 50% of all unused accumulated personal illness days. The cash value shall be based upon 1/200 of the annual salary at the time of retirement for each unused personal illness day, after the 50% factor has been applied. Payment shall be made in one lump-sum payment in the final salary check issued in the retirement year.

b. Employee sick banks shall be frozen at their cash values on June 30, 1993. Effective July 1, 1993, retirees shall be paid for each day accumulated after that date of the rate of \$150. per day or the employee's per diem rate, whichever is lower, after the 50% factor has been applied. All days earned after July 1, 1993 shall be used prior to the employee's use of days banked prior to July 1, 1993 (last earned, first used).

15.9 a. A teacher, upon resignation with approval of the Board of Education, after ten (10) years of regularly appointed service, shall receive a lump-sum payment equivalent to one-half (1/2) of the then current substitute per diem pay for each unused day accumulated in his personal leave bank.

b. In the event of death before retirement, but after ten (10) years of service, the teacher's estate shall receive the value of the employee's sick bank as described in 15.8.

15.10 Teachers, on request, shall be furnished, in writing, by October 1st, of their total accumulated unused sick leave as of the prior June 30th.

15.11 Sick Leave

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.

(To be resolved by the Board of Education as official Board policy the following: RESOLVED: That it is the policy of the Hoboken Board of Education to employ a substitute teacher for each class whose regular teacher is absent for any reason.)

15.12 a. Any employee who has been in attendance on every scheduled school day between the period July 1 through January 31 shall receive a cash payment of two hundred dollars (\$200) payable on or about March 15. (Bereavement, personal and court days are excluded).

b. Any employee who has been in attendance on every scheduled school day between the period February 1 and June 30 shall receive a cash payment of two hundred dollars (\$200) payable on or about August 15. (Bereavement, personal and court days are excluded}.

c. Any employee who has been in attendance on every scheduled school day between the period July 1 through June 30 shall receive an additional cash payment of one hundred dollars (\$100) payable on or about August 15.

15.13 Anyone hired after June 30, 1998, the scale for allowable absence shall be:

1 -10 years service - 10 days per year
11 + years service - 12 days per year

A cap on the new hire sick bank is \$30,000.00. There is a five (5) year pay-out on all sick banks.

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. One day for legal business of a personal nature when the employee is the subject of a court subpoena. This does not address Hoboken school related court appearances.

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 seven (7) calendar 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. Such days shall commence with the first absence, which shall be either the day of

the death or the day immediately following the death. 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.

e. Marriage of a teacher 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.

f. **Through June 2003:** Three (3) personal days, not be added to the start or end of a holiday or recess period, nor used consecutively. When convenient a teacher should notify the Superintendent's office.

Effective September 2003: Two (2) personal days, not to be added to the start or end of a holiday or recess period, nor used consecutively. Any unused personal days will accumulate as sick leave, where allowable under law. When convenient, a teacher should notify the Superintendent's office.

ARTICLE XVII SABBATICAL LEAVE

17.1 Sabbatical leave is a plan of professional improvement designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to teachers for their professional advancement so that they may better serve the Hoboken School District.

The policy of granting sabbatical leaves of absence is established solely for the purpose of promoting more efficient conduct of the Hoboken schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless, in their considered judgment, the professional competence of the staff member and general efficiency of the school system will thereby be benefited.

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 the date of requested leave. If approved, such leave shall officially begin at the beginning of either the first or second semester 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 Systems 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.

17.5 If a teacher fails to continue in service after a sabbatical leave of absence, such teacher shall repay to the Board of Education a sum of money equal to one-twenty-fourth (1/24) of salary received while on leave of absence for each month of the unperformed part of the service contract, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

17.6 The period of sabbatical leave shall count as regular service for the purpose of retirement planning, and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired and the Board shall continue all fringe benefits during the sabbatical period.

17.7 Should the program being pursued by a teacher on a sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by certified letter within thirty (30) days of its occurrence.

17.8 If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher an opportunity to be heard. Such termination shall be subject to the grievance procedure.

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 herein before 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.

18.4 Upon request, an additional leave of one (1) year may be granted for child care. This may not be renewed after expiration.

18.5 Should any teacher absent on maternity leave develop any illness or malady as a result of such pregnancy and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence not to exceed one (1) year, without pay, upon the recommendation of the Medical Director of the Board of Education and subject to the approval of the Board of Education until she has recovered from such illness.

18.6 Any teacher adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon his or her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption.

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

18.8 Other leaves of absence without pay may be granted by the Board for good reasons.

a. A leave of absence without pay to teach in another school district shall be strictly limited to one year; personal and business leaves of absence without pay shall be for one year; these leaves shall not be renewed for additional periods of time.

18.9 All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credit towards sabbatical eligibility, shall be restored upon his return. 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. A teacher shall not receive increment credit for time spent on a leave granted pursuant to this article, nor shall time count toward the fulfillment of the time requirements for acquiring tenure.

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.

**ARTICLE XX
FEDERAL FUNDED PROGRAMS**

- 20.1 Notices will be given within a reasonable time after the Board has been informed that the Federal Grant has been given.
- 20.2 Except where clearly inapplicable by guideline, posting and selection for federally funded programs shall be in accordance with Article XIX of this agreement.

**ARTICLE XXI
SUBSTITUTES**

- 21.1 No teacher will be required to cover a class or accept additional students, except in emergency.
- 21.2 The Board shall attempt to maintain a substitute pool list of thirty (30) qualified persons which shall be revised every two (2) months. A copy of this list shall be given to the President of the Hoboken Teachers' Association.
- 21.3 The board agrees to pay the following per day rate for substitute teachers:
- \$80.00 per day with teaching certificate.
 - \$70.00 per day with a degree and a county substitute certificate.
 - \$60.00 per day with 60 credits or more and a county substitute certificate.
- 21.4 Positions which are vacant because teachers are temporarily absent shall be filled by teachers who hold a substitute's certificate issued by the New Jersey State Board of Examiners.

21.5 The following procedure shall be followed in the case of absences on a non-emergency basis:

a. When a teacher, by reason of absent colleagues, is required to cover a class or classes for an instructional period during his/her preparation period, said teacher shall receive one-fifth (1/5) of a **degree substitute's** pay for each period covered. The assignment shall be made on a rotating basis.

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 5 pupils	1
6 - 10 pupils	2
11 - 15 pupils	3
16 - 20 pupils	4
Over 20 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) a teacher leaving after the start of a school day; and (2) a teacher not advising school of intended absence before 7:45 a.m.

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 of non-teaching duties.

22.2 The Board will undertake a study as to machine recording of attendance in all schools. A representative of the Hoboken Education Association will be invited to participate in all conferences and discussions. The sole discretion as to implementation of any program with respect to central registers remains the prerogative of the Board of Education.

**ARTICLE XXIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

23.1 Cost of in-service courses or programs shall be borne by the Board.

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

23.3 The Professional **Development** Committee shall investigate, study and make recommendations regarding the area of Professional Development and Educational Improvement in all its facets **in accordance with Article 9.c. and state regulations.**

**ARTICLE XXIV
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

CORPORAL PUNISHMENT OF PUPILS

24.1 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:

- a. To quell a disturbance threatening physical injury to others;
- b. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- c. For the purpose of self-defense; and
- d. For the protection of persons or property; and such acts, or any of them shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by-law, ordinance or other act of authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or education institution shall be void.

CAUSES FOR SUSPENSION OR EXPULSION OF PUPILS

24.2 Any pupil who is guilty of continued and willful disobedience, or of open defiance of the authority of any teacher or person having authority over him or of the habitual use of profanity or of obscene language, or who shall cut, deface or otherwise injure any school property, shall be liable to punishment and to suspension or expulsion from school.

SUSPENSION OF PUPILS BY TEACHER OR PRINCIPAL

24.3 The teacher in a school having but one teacher, or the principal in all other cases, may suspend any pupil from school for good cause, but such suspension shall be reported forthwith by the teacher or principal so doing to the Superintendent of Schools. The Superintendent, to whom a suspension is reported, or the teacher or principal suspending the pupil, may reinstate the pupil prior to the second regular meeting of the Board of Education of the district held after such suspension. Otherwise, such Superintendent, principal or teacher, as the case may be, shall report the suspension to the Board at such meeting.

CONTINUATION OF SUSPENSION: REINSTATEMENT OF EXPULSION

24.4 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 XXV
PROTECTION OF TEACHERS, STUDENTS AND PROPERTY**

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

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

25.3 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 XXVI
PERSONAL AND ACADEMIC FREEDOM**

26.1 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 the classroom, subject only to accepted standards of moral, legal, ethical and educational responsibility.

26.2 Teachers shall be guaranteed full freedom in classroom presentation and discussions provided only that said material is relevant to the course content, which course content has been approved by the department chairman or the principal of the school.

26.3 Teachers shall be entitled to full rights of citizenship, and no religion or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

**ARTICLE XXVII
COMPLAINT PROCEDURE**

27.1 Procedural Requirement

Any complaints regarding a teacher made to any member of the administration by a parent, student or other person which does or may influence evaluation of a teacher shall be processed according to the procedure outlined below.

27.2 Right to Representation

The teacher shall be apprised, in writing, of the nature of the complaint prior to any meeting with the administration. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

27.3 Procedure

Step 1

When a complaint concerning a teacher is presented to the principal or teacher's superior by a parent, the principal or the teacher's immediate superior 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 and the HEA President, together with a report by the principal or the 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 Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 7

Any complaint unresolved under Step 6 may be submitted by the teacher to the grievance procedure.

**ARTICLE XXVIII
EXCLUSIVE DEDUCTIONS**

28.1 The Board agrees to deduct from the salaries of its teachers dues for the Hoboken Education Association, the Hudson County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJEA 52:14-15.9e), and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may be designated by the Hoboken Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

28.2 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.

28.3 Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

28.4 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 XXIX
MISCELLANEOUS**

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

29.2 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.

29.3 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.

29.4 All school buildings shall be supplied with mailboxes.

29.5 The Board and the Association agree that there shall be no discrimination in the practices, procedures and policies of the school system.

29.6 Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement to employees covered by this agreement as established by the written rules, regulations and/or policies of the board in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

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

29.8 Existing practices that have been changed as a result of negotiations for this agreement shall be null and void. However, those practices which were not specifically changed shall remain in full force and effect.

29.9 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 teachers 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.

29.10 Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or certified letter at the following addresses:

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.

29.11 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 XXX REPRESENTATION FEE

30.1 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 beginning of the Association membership year immediately following the effective date of change.

c. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

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 days after receipt of the aforesaid list by the Board; or

(b) Thirty 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 the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

30.2 Demand and Return System

In compliance with Chapter 477, Public Laws of 1979, the Hoboken Education 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 Chapter 477, Public Laws of 1979.

2. "Days" means calendar days.

3. "Fiscal Year" means September 1 through the following August 31.

4. "Member Only Benefits" means benefits financed through the regular membership dues, fees and assessments available to or benefiting only members of the Association, but does not mean governance meetings which may be attended only by members and other member only activities and functions which are necessary for the operation and institutional maintenance of the Association or the associations with which it is affiliated.

5. "Non-Member" means a non-member of the Association who is required to pay a representation fee to the Association.

6. "Political Activity" means:

(a) The support of a candidate for public office, a political party, or a political action committee;

(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 lobby 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 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.

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 member in good standing of the Association, including any portion thereof that is paid to associations with which the Association is affiliated. If different amounts are charged for different categories of membership, the words mean the amount required for the category of membership for which the person who is required to pay the representation fee is eligible.

11. "Representation Fee" means the fee which a person in the negotiating unit for which the Association is the majority representative who is not a member of the Association is required to pay for services rendered.

b. Notification of Eligibility for Rebate

1. Not more than sixty (60) days after the representation fee 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.

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. Acknowledgment 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;

(b) The reason for any difference between the preliminary and final rebates; and

(c) The steps to be taken by a non-member in order to challenge the absence or amount of a final rebate.

2. Any final rebate paid to a non-member who has paid a representation fee for less than an entire fiscal year shall be proportionately reduced.

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.

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.

**ARTICLE XXXI
DURATION**

31.1 The provisions of this agreement shall be effective as of July 1, 2002, and shall remain in full force and effect until June 30, 2005.

31.2 Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

INSURANCE BENEFITS

The Board agrees to continue full family coverage of:

Blue Cross

Blue Shield

Rider J

Major Medical

Prescription Plan

Dental Plan

Optical Plan

Sep-02

STEP	BA	BA+30	MA	BA+60	MA+30	Phd
1	33,775	36,080	36,843	38,752	40,801	42,459
2	33,975	36,280	37,043	38,952	41,001	42,659
3	34,527	36,833	37,595	39,506	41,554	43,212
4	36,738	39,043	39,806	41,715	43,764	45,422
5	39,500	41,806	42,569	44,479	46,527	48,185
6	41,932	44,238	45,000	46,910	48,959	50,616
7	45,026	47,332	48,094	50,004	52,054	53,711
8	49,447	51,752	52,515	54,424	56,474	58,132
9	59,394	61,699	62,462	64,371	66,071	67,770
10	61,175	63,549	64,335	66,302	68,053	69,802
11	63,010	65,455	66,266	68,291	70,094	71,896

Longevity

15th Year	2,825
18th	5,825
20th	6,825
25th	8,200
30th	8,800

Feb 03

STEP	BA	BA+30	MA	BA+60	MA+30	Phd
1	34,450	36,802	37,580	39,527	41,617	43,309
2	34,654	37,006	37,784	39,731	41,821	43,513
3	35,218	37,569	38,347	40,296	42,385	44,076
4	37,472	39,824	40,602	42,549	44,639	46,331
5	40,290	42,642	43,420	45,368	47,458	49,149
6	42,771	45,123	45,900	47,848	49,938	51,628
7	45,927	48,278	49,056	51,005	53,095	54,785
8	50,436	52,787	53,565	55,513	57,603	59,294
9	60,581	62,933	63,711	65,658	67,392	69,125
10	62,399	64,820	65,622	67,628	69,414	71,198
11	64,270	66,764	67,591	69,656	71,496	73,334

Longevity

15th Year	3,351
18th	6,660
20th	8,050
25th	9,750
30th	10,850

2003-04

STEP	BA	BA+30	MA	BA+60	MA+30	Phd
1	37,819	40,229	42,027	43,024	45,167	46,901
2	38,019	40,429	42,227	43,224	45,367	47,101
3	38,219	40,629	42,427	43,424	45,567	47,301
4	38,419	40,829	42,627	43,624	45,767	47,501
5	41,308	43,719	45,516	46,514	48,656	50,390
6	43,851	46,262	48,059	49,056	51,199	52,932
7	47,086	49,497	51,295	52,292	54,435	56,168
8	51,709	54,120	55,918	56,915	59,057	60,791
9	62,111	64,522	66,320	67,316	69,094	70,871
10	63,974	66,457	68,279	69,335	71,166	72,995
11	65,893	68,450	70,298	71,415	73,301	75,185

Longevity

15th Year	3,351
18th	6,660
20th	8,050
25th	9,750
30th	10,850

2004-05

STEP	BA	BA+30	MA/BA+60	MA+30	PhD
1	41,350	43,970	47,010	48,940	50,870
2	41,600	44,220	47,260	49,190	51,120
3	41,850	44,470	47,510	49,440	51,370
4	42,100	44,720	47,760	49,690	51,620
5	42,350	44,970	48,010	49,940	51,870
6	44,930	47,550	50,590	52,520	54,450
7	48,245	50,865	53,905	55,835	57,765
8	55,950	58,570	61,610	63,540	65,470
9	63,640	66,260	69,300	71,230	73,160
10	65,545	68,165	71,205	73,135	75,065
11	67,570	70,190	73,230	75,160	77,090

Longevity

15th Year	3,351
18th	6,660
20th	8,050
25th	9,750
30th	10,850

CERTIFICATED SCHEDULE B

Head Coach Football	6,900
Asst. Coach Football (B) (6)	3,425
Head Basketball (B)	5,710
Asst. Basketball (B) (3)	3,425
Head Basketball (G)	5,710
Asst. Basketball (G)	3,425
Head Baseball	5,710
Asst. Baseball (2)	3,425
Head Softball	5,710
Asst. Softball (2)	3,425
Head Bowling (B/G)	3,600
Head Soccer (B)	4,500
Asst. Soccer (B)	2,500
Head Soccer (G)	4,500
Asst. Soccer (G)	2,500
Head Swimming (B)	3,300
Asst. Swimming (B)	2,250
Head Swimming (G)	3,300
Asst. Swimming (G)	2,250
Head Tennis (B)	3,425
Asst. Tennis (B)	1,710
Head Tennis (G)	3,425
Asst. Tennis (G)	1,710
Head Volleyball (G)	3,750
Asst. Volleyball (G)	2,050
Head Golf (B/G)	3,425
Asst. Golf (B/G)	1,660
Head Track (CC) (B/G)	3,200
Asst. Track (CC) (B/G)	2,100
Head Track (Indoor) (B/G)	3,200
Asst. Track (Indoor) (B/G)	2,100
Head Track (Outdoor) (B/G)	4,150
Asst. Track (Outdoor) (B/G)	3,200
Head Cheerleader (2 seasons)	4,000
Asst. Cheerleader (2 seasons)	2,000
Head Strutter (2 seasons)	4,000
Asst. Strutter (2 seasons)	2,000
Equipment Manager	3,050
HS Band Director	4,000
HS Chorus	1,950
Weight Trainer	
Head Coach Olympics	3,260
Asst. Special Olympics (2)	1,630
MS Intramural Activities (10)	500
MS Band Director	1,825
MS Chorus	1,825
Athletic Trainer	25 per hour

CERTIFICATED SCHEDULE C

Vacation & Weekend testing-related programs	\$ 30 per hour (effective 9/03)
Evening School	25
Guidance Counselors	1,740
Department Chairperson	3,200
Learning Disability Consultant	2,400
Social Worker	2,400
Speech Therapist	2,400
Psychologist	2,400
Resource Teacher	2,400
Coordinator	5,300
Athletic Director	7,150
Head Nurse	2,700
Special Education*	1,000
Reading Specialist*	1,000
Dean of Students	3,540
Senior Class Advisor**	1,630
Junior Class Advisor	1,415
Sophomore Class Advisor	815
Freshmen Class Advisor	650
H.S. Student Council Advisor	2,000
Senior Play Director***	2,000
H.S. Yearbook Advisor+	1,900
Activity Fund Trustee	1,100
Harvard Model Congress	1,630
Mock Trial	1,630
Debate Team	1,630
Academic Bowl	1,100
Model UN	1,100
School Newspaper+	1,100
African-American Club	650
Chess Club	650
Hispanic Cultural Club	650
French Club	650
Italian Club	650
Natural Helpers	650
Science/Environmental Club	650
National Honor Society	550
M.S. Yearbook Advisor+	1,100
M.S. Student Council Advisor	815
National Junior Honor Society	550
Substance Awareness Coordinator	3,000
Inter. Baccalaureate Coordinator	3,000

*THIS STIPEND IS NOT PAID TO ANY TEACHERS WHO CAME INTO THE PROGRGAM AFTER JUNE 30. 1986.

**CONTINUITY BONUS OF \$1,000.00

***IF PLAY IS A MUSICAL, AN ADDITIONAL \$1,000.00 FOR THE MUSIC DIRECTOR.

+STIPEND IN ADDITION TO RELEASE TIME GIVEN IN PREVIOUS YEARS.

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HOBOKEN BOARD OF EDUCATION
and the
HOBOKEN EDUCATION ASSOCIATION
(CERTIFICATED PERSONNEL)
JULY 1, 2002 - JUNE 30, 2005