

PREAMBLE

This Agreement entered into this 1st day of July 2004, by and between the Board of Education of the Borough of West Paterson, hereinafter called the "Board" and the West Paterson Education Association, hereinafter called the "Association.

The Board and the Association recognized and declares that providing a quality education for the children of the West Paterson School District is their mutual aim and that the Character of such education depends predominately upon the quality and morale of the teaching service.

Pursuant to Public Law 1974, Chapter 123, the Board and the Association have reached the following agreement, with respect to terms and conditions of employment.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of the employment for the following personnel represented by the Association and who are employees of the Board:

Teachers (All Teaching Personnel)
Nurses
Attendance/Security Officer
Teaching Vice Principals
Custodians
Learning Disabilities Teacher
Speech Therapist
Secretaries
Psychologist
Librarian
Home Instruction Teacher
Social Worker
Teacher Aides*
Dean of Students

The following persons employed by the Board are excluded:

Superintendent of Schools
Principals
Full Time Vice Principals
Board Secretary/Business Administrator
Supervisor of Building and Grounds
Supervisor of Special Education and Curriculum and Testing
Administrative Secretary to the Superintendent of Schools
Secretary to the Superintendent of Schools
Secretary to the Board Secretary/Business Administrator
Supervisor of Instruction
Payroll Clerk
Computer Operator/Purchasing Secretary
Secretary to the Child Study Team

- B. Unless otherwise indicated, the terms "Teachers", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as able defined, and reference to male teachers shall also include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of Teachers' employment. Such negotiations shall begin with the mutual exchange of written proposals by November 15th and the scheduling of two negotiation sessions by December 31st, of the calendar year preceding in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, and be submitted to the Board and the Association for their respective signatures, adoption and ratification.
- B. During negotiations, the Board and the Association, or their representative shall present such data, exchange points of view, and make such proposals, as they deem necessary or desirable. Upon written request the Board shall make available to the Association for inspection such records, data and other information of the School District as may be disclosed to any member of the public. The board shall provide the Association with a complete tentative line budget for the next fiscal year, as well as preliminary budgetary proposals, requirements, and allocations as soon as available. The term "data" includes public information.
- C. Neither party in negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. 1. Without cost to the Board, representatives of the Board and the Association's negotiating committee shall meet at mutually agreeable times for the purpose of reviewing the Administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned responsibilities.
4. Should a mutually acceptable amendment to the Agreement be deemed necessary by the parties, it shall be reduced to writing, and be submitted to the Board and the Association for their respective signature, adoption and ratification.
- E. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. The Board agrees not to negotiate terms and conditions of employment of teachers in the negotiating unit as defined in Article I of this Agreement with any organization or individual other than the Association for the duration of this Agreement.

- G. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- A. In the event a dispute shall arise concerning the meaning, affect or application of any terms and/or conditions, and said dispute cannot be resolved within 48 hours after notice in writing of the other party of the existence of said dispute, then the following procedure for the settlement of the dispute must become effective, and must be followed at all levels.
- B. LEVEL ONE
- A teacher or group with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- C. LEVEL TWO
- If the aggrieved person or group is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within two (2) school days after presentation of the grievance, he may file the grievance in writing to the Superintendent of Schools.
- D. LEVEL THREE
- If the aggrieved person or group is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance was delivered to the Superintendent, he may, within two (2) school days after a written decision by the Superintendent or seven (7) schools days after the grievance was delivered to the Superintendent, whichever is sooner, submit his grievance to the Board of Education within five (5) school days. The Board of Education shall render and notify the aggrieved person of its decision within 30 calendar days after receipt of the grievance.
- E. 1. In the event the Board's decision does not satisfy the aggrieved person or the Association, the issue shall be submitted to arbitration within five (5) school days thereafter or hereinafter provided.
2. Within five (5) school days after such written notice of submission to arbitration, the Board and the aggrieved person or the Association shall submit the dispute to the New Jersey Employment Relations Commission. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission in the selection of an Arbitrator.
3. The Arbitrator shall conduct such hearings at such times and places, as he shall designate. His award shall be final and binding upon the parties and may be entered as a judgment or decree in the court having jurisdiction over arbitration awards.
4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne by either the

Board or the Association, whichever party shall lose, the final determination of the original grievance. However, in the event of a mutual disposition the costs shall be borne equally by the Board and the Association.

- F. In any case, when a decision is rendered at any level, such decision and notification shall be submitted in writing to all parties involved.
- G. In order to be timely, a grievance must be filled within forty-five (45) school days of its occurrence.
- H. Forms for submission of a grievance shall be prepared by the Superintendent and distributed to the Association. Such forms shall contain the following information:
 - 1. Name of Grievant/association
 - 2. Date and place of incident, occurrence, circumstances giving rise to the grievance
 - 3. Nature of the grievance
 - 4. Remedy sought
 - 5. Grievant's dissatisfaction with the decision(s) of the administrators and the reasons (basis) why the same should be overruled.
 - 6. Grievance number

ARTICLE IV

TEACHER'S RIGHTS

- A. No teacher shall be unreasonably prevented from wearing pins or other identification of membership in the Association or its affiliates.
- B. No teacher is to be disciplined, reduced in rank or compensation without just cause, however, nothing herein contained shall be construed to require the Board of Education to give any reason for its failure to grant tenure to probationary teachers.
- C. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee, member representative or agent thereof, concerning any matter which would adversely affect the continuation of that teacher in his office, position, or employment, or salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have his representative present during such meeting or interview.
- D. The teacher to be assigned a student teacher shall receive the request at least two (2) weeks prior to the student's introduction to the classroom. The teacher upon request shall meet with the Superintendent of Schools or his designee to discuss such assignment. The final decision shall be made by the School Board in the selection and placement of such student teachers.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information concerning the register of certified personnel, proposed

tentative budgetary requirements and allocations, names and addresses of all teachers and minutes of all board meetings when available.

- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that permission is first obtained from the Superintendent of Schools or his official designee. Permission shall not be arbitrarily refused.
- D. The Association and its representatives may use school buildings at all reasonable hours for meetings, provided prior approval shall first have been obtained from the Superintendent of Schools or his official designee. Approval shall not be arbitrarily refused.
- E. The Association may use school facilities including typewriters, other duplicating equipment, calculating machines and computers. The Association shall pay for the reasonable cost of materials and supplies incident to such use. Permission will be granted for the use of audiovisual equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. It is further understood that the Association shall be responsible for any damage resulting from the use of such equipment.
- F. A bulletin board shall be made available to the Association for the posting of Association notices.
- G. The Association may have reasonable use of the inter-school mail facilities and school mail boxes.
- H. The Association may participate when it indicates its desire, in orientation activities sponsored, maintained or conducted by the Board of Education.

ARTICLE VI

IN-SCHOOL WORK YEAR

- A. For other than new personnel, the in-school work year of teachers employed on a ten (10) month basis shall not exceed 180 days in which pupils are in attendance plus one (1) orientation day, and one (1) additional day, if necessary, as determined by the Superintendent of Schools. Beginning in the 1993-1994 school year, one (1) additional non-instructional day will be added to the school year. Beginning in 1994-1995, if the additional non-instructional day becomes an instruction day, the teachers will leave with the students on the last three (3) days of the school year.
- B. On the last day before Thanksgiving, Christmas, and Easter, dismissal for teachers will be 1:15 PM (Memorial's teachers 1:00 PM).

- C. The second and third last days of the school year will be single session days for the students (dismissal at 1:15 PM) and dismissal for teachers will be at 3:25 PM (3:10 PM for Memorial teachers). This time is to be used by the teachers to complete their end of the year business. It is not to be used for workshops, etc. On the last day of the school year dismissal will be at 1:15 PM for the students and teachers (Memorial's teachers 1:00 PM)

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A.
1. The starting time for teachers is 8:50 AM (8:35 Am for Memorial teachers) ; pupil contact at 8:55 AM (8:40 AM for Memorial teachers); dismissal for students 3:15 PM (3:00 PM for Memorial students); and dismissal for teachers 3:25 PM (3:10 PM for Memorial teachers). Teachers shall indicated their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster, by signing in and signing out.
 2. The total in-school workday shall consist of not more than six (6) hours and thirty (30) minutes, which shall include a duty-free lunch period of forty-five (45) minutes.
 3. No teacher is required to work beyond the regular teacher in-school work year, or beyond his total in-school workday without additional compensation except for one "Back-To-School Night" per year and Parent-Teacher conferences as designated by the Superintendent of Schools. Teachers shall have input into the structure of such meetings and conferences.
 4. There shall be four (4) conference sessions during the school year. These four (4) days shall be full session days. Two (2) conference sessions shall run from 3:30-5:00 PM (3:15-4:45 PM for Memorial); and two (2) conference sessions shall run from 7:00-9:00 PM. If any additional conference sessions are needed, two (2) sessions may be added. These two days will be single session days. One (1) conference session will run from 2:00-4:00 PM; and the other from 7:00-9:00 PM.
- B.
1. Where feasible, the daily teaching load in the seventh and eighth grades shall be no more than six (6) teaching periods. Assignment to a supervised study period of forty (40) minutes shall be considered a teaching period for the purpose of the article.
 2. Seventh and Eighth grade homeroom teachers shall not have more than three (3) preparations. When assigned basic skills instruction in one of the three (3) preparations, all levels of basic skills instruction shall be considered one preparation. Different academic levels within the same subject area in the same grade level shall be considered one preparation.
 3. Scheduling permitting regular classroom teachers in the seventh and eighth grades shall not be required to change teaching stations more than two (2) times during the school day.
 4. All teachers in Grades K-4 shall receive 200 minutes preparation time weekly. All teachers in grades K-4 shall receive an additional forty (40) minutes prep time when the Gifted and Talented teacher is with the students.
 5. The following people shall be entitled to (1) additional prep period bi-weekly: the President of the W.P.E.A.; Chairperson to the District Educational Advisory Committee; and Chairperson of Negotiations, during negotiations only.

6. Nothing herein shall preclude the initiation of a one-period per week mini-course program which course content shall be determined by the teacher and administration. Participation by staff shall be voluntary and shall not impact on staff who does not volunteer.
 7. Assignment to playground supervision, and hall duty during lunch periods shall be considered a teaching period.
 8. Any teacher who loses a prep period to cover a class shall be paid the following rate: K-4 at a rate of \$21 per period and 5-8 at a rate of \$16 per period.
- C.
1. Teachers may be required by the Superintendent of Schools to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty meetings six hundred (600) minutes per year. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no more than one hundred twenty (120) minutes.
 2. Notice of any meetings shall be given to the teachers involved at least five (5) school days prior to the meeting, except in an emergency.
 3. The work year for Teaching Vice-Principals shall be the same as that specified for Teachers, plus twenty (20) days in the summer to cover for the Superintendent of Schools. Scheduling of the twenty (20) day coverage shall be arranged among the Principals, Vice-Principals, and Teaching Vice-Principals.
- D. Teachers participating in extra-curricular activities shall be voluntary and shall be compensated according to an overtime rate of pay pro-rated on the regular salary.
- E. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary, and the teacher shall be compensated for the regular day's work. Legitimate expenses incurred by the teacher in all field trips shall be paid by the Board. Such expenses shall include transportation, accommodations, meals and admission fees.
- F. Teachers shall retain personal handbooks, procedural manuals assigned to them regardless of grade assignment. It is the responsibility of a teacher leaving the district to return such items to the administration.
- G. Whenever possible, teachers shall be notified before July 1st of the reading and math groups they will be teaching for the following year.
- H. Lunch periods for the nurses shall not be scheduled during student lunch periods. Nurses' lunch periods shall be scheduled so as to provide continuous coverage in the district throughout the day.

ARTICLE VIII

NON-TEACHING DUTIES

- A. Teachers shall not be required to perform the following duties:
 - 1. Collecting money and collecting non-school forms from students when feasible
 - 2. Keeping registers, inventorying, storing books not in classrooms and when feasible, duplicating instructional and other materials.
- B. Teachers shall not be required to drive students to and from activities, which take place away from the school buildings.
- C. Teachers will agree to perform supervision for the loading and unloading of buses, at each school, on a voluntary basis. The teacher performing these duties at each school will receive an annual stipend of \$1,250.00 for the 2004-2005 school year. Effective July 1, 2005, and for each school year thereafter the annual stipend will be \$1,500.00.
- D. Teachers will agree to perform the responsibility of "Teacher-In-Charge" at each school, on a voluntary basis. The teacher performing these duties at each school will receive an annual stipend of \$1,500.00 per school year.

ARTICLE IX

TEACHER EMPLOYMENT

- A.
 - 1. Previously accumulated unused sick days will be restored to all returning teachers who return within five (5) years.
 - 2. At the discretion of the board, previously accumulated unused sick leave days may be restored to all returning teachers who return after five (5) or more years.
- B.
 - 1. Teachers shall be notified of their employment status and teaching assignment for the ensuing year no later than May 15th.
 - 2. Each teacher shall be notified of his or her ability group, reading group or math group assignments no later than three (3) weeks prior to the start of the school year. Teachers will be notified of any modifications or revisions prior to the opening of school.
- C. Any teacher employed on or prior to December 31st of any school year shall be given credit for a full year's service toward the next increment for the following year.

ARTICLE X

SALARIES

- A. The salaries of all personnel covered by the Agreement are set forth in Schedule, "A" which is attached hereto and made a part hereof.
- B.
1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments on the 15th and the last day of each month; however, each teacher shall have the choice to be paid on a twelve (12) month basis. Said choice shall be made known to the Business Administrator no later than June 15th for the next school year. Said teacher's base salary shall be divided into twenty-four (24) semi-monthly installments beginning in September and extending throughout August, his or her salary shall be prorated on the ten (10) month contractual basis.
 2. Teachers may, in accordance with 18A:29-3, individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June.
 3. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous workday.
 4. Teachers shall receive their final checks on the last working day in June.
 5. Non-certified personnel are to be paid the last day before a vacation if a pay period falls within the vacation time and thus be able to cash their checks before vacation leave.
- C. Employees shall have the right to have deductions made from their salary to the Passaic County Teachers Federal Credit Union. Employees agree to provide the Board with properly signed authorization cards, once per year, no later than June 30th, specifying the amount to be deducted. The Board shall be held harmless by the Association and in reliance upon such authorization cards, from any actions, suits liabilities or other actions.

ARTICLE XI

VOLUNTARY TRANSFERS, REASSIGNMENTS AND PROCEDURES

- A. When vacancies or new positions occur, they shall be posted on the bulletin board provided herein.
- B. Considerations for promotions shall be given to the existing staff, in accordance with the law.
- C. In the event of a vacancy, new position or new program shall occur during the summer recess; notification shall be given in writing to the last known address of each teacher. The teacher shall have fifteen (15) days to indicate an interest.
- D. Any transfer or reassignment shall be made only after a meeting between the teacher and the Principal, at which time the teacher shall be notified of the reasons therefore. In the event the teacher objects to the transfer or reassignment at this meeting, he may request another meeting with the Principal together with an Association representative.

ARTICLE XII

EMPLOYEE EVALUATION

- A.
 - 1. Employees shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
 - 2. A teacher shall be given a copy of any class-visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without the opportunity for a prior conference with the teacher having been provided.
- B.
 - 1. The Board shall protect the confidentiality of personal references, academic credentials, evaluations and other similar documents.
 - 2. An employee shall have the privilege, upon request, to review the contents of his/her personnel file, such privilege shall not be arbitrarily denied.
- C.
 - 1. A first year teacher shall not be evaluated for the record prior to October 1st without good cause.
 - 2. An employee is to receive a written copy of any evaluation report.
 - 3. A non-tenure teacher shall be evaluated at least three (3) times prior to April 1st.
 - 4. No material shall be placed in a teacher's personnel file unless the teacher has had the opportunity to review such material by affixing his/her signature to the copy to be filed. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE XIII

TEACHING FACILITIES

- A. Each school shall have the following facilities:
 - 1. A private pay telephone in each faculty lounge for the exclusive use of the teacher at no cost to the Board and installation to be approved by the Superintendent of Schools.
 - 2. The teachers' room and restroom facilities for the exclusive use of the staff shall be available during the teachers' lunch hour.
- B.
 - 1. The following personnel shall be entitled to a clothing allowance as specified below:
 - A. Physical Education Teacher -- \$125.00 per teacher
 - B. Home Economics Teacher -- \$100.00 per teacher
 - C. Laboratory Science Teachers -- \$100.00 per teacher
 - D. Industrial Arts Teachers -- \$100.00 per teacher
 - E. Art Teachers -- \$100.00 per teacher

F. Custodians -- \$250.00 per custodian

Laundering is a personal responsibility. The above named personnel shall be properly uniformed in the performance of their duties.

3. A check for payment of clothing allowance shall be paid at the close of the first pay period in September.

- C. 1. Upon request of the Association and subject to the approval of the Board of Education whose approval will not be arbitrarily refused, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The profits from all such machines shall be returned to the Association if owned by it.

ARTICLE XIV

TEACHER-ADMINISTRATION LIAISON

- A. Without cost to the Board, the Association shall select a Liaison Committee for each school building which shall meet with the Principal at least once a month for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of not more than one (1) member for every ten (10) teachers in the school building but shall in no event have less than two (2) members.
- B. Without cost to the Board, the Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this agreement.

ARTICLE XV

PERSONAL LEAVE - 41526

Present Policy 4152.6 as adopted by the Board of Education 8/20/68 to be effective as of 9/1/68 shall continue for the term of this Agreement.

It shall be the policy of the West Paterson Board of Education to grant personal leave with full pay, for the reasons stated below:

Three days shall be granted during each school year, to ten month employees and four days shall be granted to twelve month employees which when unused shall be accumulated as sick days.

Personal leave applies to all school personnel.

1. Special Religious Purposes
2. House Closing
3. Court Appearance when required
4. Military Service Physical examination
5. Illness of member of the immediate family (spouse, child, parent)
6. Time necessary for Jury Duty
7. Time necessary to perform such obligations of an intimate personal shall require a reason be given to the Superintendent when there appears to be an abuse.
8. Time necessary to attend graduation ceremonies for self or member of their immediate family.
9. Bereavement Leave

One (1) day personal leave shall be granted for the death of a friend

10. Bereavement Leave
 - A. Five (5) days per occurrence, not to be counted against items 1-9, shall be granted for a death in the immediate family and shall include husband, wife, father, mother, legal guardian, foster parents, child or grandchild, brother and sister.
 - B. Three (3) days per occurrence, not to be counted against items 1-9, shall be granted for the death of a grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
 - C. One (1) day per year, not to be counted against items 1-9, shall be granted for the death of a friend.

Items 1-9 are counted against personal leave.

ARTICLE XVI

EXTENDED LEAVE OF ABSENCE

1. Maternity leave shall be granted to the teachers subject to the following conditions:
 - A. A teacher must notify the Superintendent of her pregnancy in writing, as soon as it is medically confirmed. Said notice shall be submitted as far in advance of the requested commencement date of the leave as is possible.
 - B. The exact date of the commencement and termination of the maternity leave shall then be arranged so that the leave will be of minimal disruption to the best interests and operation of the school system; provided such dates are not contraindicated.
 - C. The original date of return to work from a maternity leave may be extended by the board for a reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth.

D. If a tenured teacher wishes to return to work after the close of the school year in which the maternity leave commenced, she must do so no later than September of the second year following the school year in which the leave commenced provided she gives the Board four (4) months prior notice of such intention. No extension beyond this period may be granted except in the absolute discretion of the board.

E. No teacher shall be barred from returning to work following the birth of her child solely on the ground that there has not been sufficient time lapse between the birth and her desired date of return, provided that upon request of the Board the teacher supplies a physician's certificate attesting to her ability to perform her teaching duties.

F. The Board need not grant or extend a maternity leave of absence to any non-tenured teacher beyond the end of the contract school year in which the leave is obtained unless the Board determines to grant such an extension. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher who would not have offered such a contract in the absence of maternity leave.

G. A teacher may be removed from her teaching duties during pregnancy for any of the following reasons:

1. Her teaching performance has noticeable declines.
2. Her ability to continue teaching is determined to be medically inappropriate by her own physician, the Board's physician or where those physicians disagree, by a third jointly selected by the Board and the Teacher, who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The fee of the third physician shall be borne fully by the board and the Teacher.
3. Any other just cause as defined in Title 18A N.J.S.A.

H. 1. A teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for adoption.

2. A leave of absence without pay for one year may be granted for the purpose of caring for a sick member of the teacher's immediate family. The request for this leave shall be accompanied by documentation, such as a physician's certificate.

3. All extensions or renewals of leaves shall be applied for in writing.

4. A leave of absence without pay for one year will be granted in the case of a teacher's extended illness. The request for leave shall be accompanied by documentation such as a physician's certificate.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take. Said teacher shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day and year at his regular rate.

- B. Effective 2005-2008 the Board shall provide a total of \$5,000 (until June 2005) and then \$9,000.00 per year for tuition reimbursement, for the term of this contract, for use by the professional employee on a first come, first serve basis as follows:
1. Any member of the professional teaching staff, in the employ of the Board, may make an application, in writing, to the Superintendent of Schools, for the approval of a course or courses to be taken by him or her during any school semester including summer sessions. Approval shall not be withheld provided the application conforms to the conditions set forth herein.
 - a. Such written request shall be submitted prior to his or her enrollment for said course.
 - b. The course or courses to be taken must be graduate courses in an accredited college or university in the subject or subjects taught by him or her in the field of education.
 - c. Within one week from the date of the receipt of the written request herein above provided for the said Superintendent shall advise the applicant, in writing, whether approval is granted or denied.
 - d. If approval is granted, said teacher shall enroll for the course or courses which have been approved and shall pay the tuition required by the college or university.
 - e. If the opportunity to enroll in the approved course or courses is closed to said teacher, he or she may substitute a required course or an elective course on the graduate level providing said substituted course (or courses) is approved by the said teacher's graduate committee and by the Superintendent of Schools.
 2. Upon the successful completion of the course or courses by the said teacher with a grade no lower than a "B", said teacher shall be reimbursed for no more than six credits, per year, at a rate then established by the State College tuition rate, not to exceed \$450 (until June 2005) and then \$900.00.
 - a. Proof of successful completion of the course or courses with the required grade shall be made by:
 - i. Submitting to the said Superintendent an official transcript or report card, and
 - ii. An executed invoice for payment
 - iii. The reimbursement to the teacher for courses taken during the spring and summer semesters, of any year, shall be made in September next following the successful completion thereof provided that said teacher is in the employ of the Board for the teaching period commencing in the month.
 3. Movement across the guide shall be allowed twice a year upon sixth (60) days notice to the Superintendent of Schools prior to September 1st and February 1st.

ARTICLE XVIII

INSURANCE PROTECTION

- A. The Board agrees to pay for all eligible employees the State Health Benefits plan for a single employee plus One Hundred (100) percent of the cost of the family plan.
- B. The Board agrees to pay for all eligible employees the annual premium cost for a \$5.00 co-pay prescription drug plan (full family plan where appropriate) for the term of this contract.

- C. The Board shall provide a dental plan for all employees for the duration of this Contract, which plan shall provide for full family coverage if the employee shall be eligible and he/she so elects.
- D. The Board will reimburse an employee an amount up to \$225.00 for costs incurred by the employee for an eye examination and/or glasses for the employee. If it is used once a year, for any amount, it cannot be used the second year even if there is a balance from the first year.

ARTICLE XIX
DISTRICT EDUCATIONAL ADVISORY COMMITTEE

- A. A joint committee District educational advisory committee shall be established immediately after the ratification of this Contract by both parties. It shall consist of four members appointed by the Board and four members appointed by the Association. The Committee Chairmanship shall rotate between Board representatives and Association representatives. The committee shall meet by mutual consent.
- B. The committee shall advise the Board and the Association on such matters as curriculum improvement, extra-curricular programs, pupil testing and evaluation, and staffing. It shall report its recommendations to the Board and to the Association prior to October 1st. If joint recommendations cannot be agreed upon, separate sets of recommendations shall be made.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. Whenever any notice is required to be given to either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter to the following addresses:
 - 1. If by Association, to the Board at 853 Mc Bride Avenue, Box 853, West Paterson, NJ 07424
 - 2. If by Board, to Association at Memorial School, Memorial Drive, West Paterson, NJ 07424

ARTICLE XXI

NON-CERTIFIED PERSONNEL SALARIES AND HOURS OF WORK

- A. The salaries of non-certified employees covered by this agreement are set forth in Schedule's "B", "C", "D" and "E".
 - 1. The secretaries' hours of work shall be 8:30 AM to 4:00 PM during the school year; lunch hours will be from 12:00 PM to 1:00 PM.
 - 2. It is provided that the Superintendent of Schools, the workload permitting, may in his sole discretion permit the secretaries the week of Easter as a holiday week. Also, during the summer recess, he may, in his sole discretion, reduce the hours for the secretaries to 8:00 AM to 1:00 PM, with no lunch.

B. 1. Vacation for secretaries shall be determined by the time employed in the District as follows:

<u>More Than</u>	<u>Less Than</u>	<u>Vacation Time</u>
1 Year	5 Years	10 Days
5 Years	8 Years	13 Days
8 Years	15 Years	15 Days
15 Years		20 Days

2. The secretaries shall be entitled to the following list of holidays:

Additional day for the Fourth of July
 As designated by the Superintendent
 Fourth of July
 Friday before Labor Day
 Labor Day
 Columbus Day
 Election Day
 NJEA Convention Days
 Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve Day
 Christmas Day
 Christmas Recess
 New Year's Eve Day
 New Year's Day
 Martin Luther King Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Memorial Day

- C. 1. The custodian's hours of work shall be from 7:30 AM to 4:30 PM with one hour for lunch. During the summer recess, the School Business Administrator may, in his sole discretion, reduce the custodian's hours to 7:00 AM to 3:00 PM with a half-hour (1/2) lunch. Any additional hours shall be paid at a rate of one and one half (1 1/2) times the hourly wage. If a non-certified employee elects that person may receive compensatory time in lieu of salary for the additional time worked at the rate of one and one-half (1 1/2) times the overtime worked, provided such time does not interfere with the regular operation of the schools. In the event an employee is called into work on an unscheduled workday, he shall be guaranteed at least four (4) hours of work. All work performed on Sundays shall be paid at double time.
2. The night custodians' hours of work shall be from 1:00 PM to 10:00 PM with one (1) hour for lunch. Beginning at 4:30PM night custodians shall be paid an additional 10% of their as salary as a night differential.
3. The hours of work for no more than three "Swingtime" custodians shall be from 9:00 AM to 4:30 PM with one hour for lunch. Periodically, these hours may change from 9:00 AM to 4:30 PM to 3:00 PM to 12:00 AM or any nine consecutive hours between those noted times. When this change does occur, an additional 10% of the custodian's base salary shall be paid for all times after 4:300 PM as a night differential.

4. On the day prior to Thanksgiving, custodians shall complete the cleaning of the school voluntarily without overtime.
5. The Superintendent of Schools, workload permitting, may, at his sole discretion, permit the Custodians to have off all or part of th Spring and/or Winter Recess as a holiday break.

D. 1. Vacation for custodians shall be determined by the time employed in the District as follows:

<u>More Than</u>	<u>Less Than</u>	<u>Vacation Time</u>
1 Year	5 Years	11 Days
5 Years	8 Years	14 Days
8 Years	15 Years	16 Days
15 Years		21 Days

2. The custodians shall be entitled to the following list of holidays:

Fourth of July
 Labor Day
 Columbus Day
 Election Day
 Veterans Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve Day
 Christmas Day
 New Year's Eve Day
 New Year's Day
 Martin Luther King Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Memorial Day

3. It is provided that the Superintendent of Schools, workload permitting, may at his sole discretion permit the custodians the week of Easter and Christmas as a holiday week.

- E. The Saturday holidays, which are lost to twelve-month employees, are not to be lost but taken at a later date at the request of the individual.
- F. Secretaries and custodians shall be placed on separate seniority lists based upon the order in which they were hired. Seniority privileges shall be with those hired first and proceed with diminishing privileges.
- G. Custodians shall be hired in a manner to provide tenure after three years and one day. Current staff shall be included in this provision. Thus, any custodians who have been on the job more than three years and one day shall be made tenured custodians. Those custodians currently on staff with less than three years and one day shall have their current amount of employment time credited towards the three years and one day requirement.

- H. 1. Any custodian who receives a Black Seal License is entitled to a one time only stipend of \$1,000.00.
2. Any custodian who receives a Gold Seal License is entitled to a one time only stipend of \$1,000.00.

ARTICLE XXII

SICK DAYS

- A. Each twelve month employee shall be entitled to twelve paid accumulative sick days per year.
- B. Each ten-month employee shall be entitled to ten paid accumulative sick days per year.
- C. The provisions of R.S. 18A:30-1 to and including R.S. 18A:30-4 dealing with sick leave, credit for unused sick leave, accumulation of sick leave and requirement for a physicians certificate are incorporated in this Agreement and made a part hereof as though recited verbatim.
- D. Upon a certified retirement, any employee who had completed at least fifteen (15) contractual years in the West Paterson School District shall be paid at the rate of one-half (1/2) days pay for each accrued sick day up to a maximum of \$9,500.00 for the term of this contract.
- E. Any employee who has not used any sick day or personal leave in a given contract year, will be compensated with a \$100.00 U.S. Savings Bond.

ARTICLE XXIII

REPRESENTATION FEE

- A. Purpose of Fee. If an eligible employee, as listed in the Recognition Clause of the Contract, does not become a member of the Association during any membership year (i.e. from September 1st to the following August 31st) which is covered in whole or in part of 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 representatives.
- B. Notification and amount of fee. Prior to the beginning of each membership year, the Association will notify the board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members to be paid by non-members will be equal to 85% of that amount.
- C. 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. 10 days after receipt of the aforesaid list by the Board or;
 - b. 30 days after the employee begins his or her employment in the 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 lay-off, in which event the deductions will begin within the first paycheck paid 10 days after resumption of the employee's employment in a bargaining unit position, whichever is later.

1. Termination of Contract

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.

2. Mechanics

Except as otherwise provided in this article, the mechanics for the deductions 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.

3. 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 10 days after the Board received said notice.

4. New Employees

On or about the last day of each month, beginning with the month of 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.

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2008.
- B. IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

WEST PATERSON EDUCATION ASSOCIATION

By: Susan M Patterson
President

By: Colleen Shode
Secretary

WEST PATERSON BOARD OF EDUCATION

By: Alene E Webb
President

By: Theresa
Secretary

SCHEDULE A
TEACHER'S SALARIES

All teachers who have completed fifteen successive years of full-time employment by the Board shall thereafter be entitled annually to a longevity stipend of \$800.00 in addition to their regular salary. All teachers who have completed twenty successive years of full-time employment by the Board shall thereafter be entitled to an additional longevity stipend of \$800.00 in addition to their regular salary and other longevity payments. All teachers who have completed twenty-five successive years of full-time employment by the Board shall thereafter be entitled to an additional longevity stipend of \$300.00 in addition to their regular salary and other longevity payments. The same stipend shall also be paid to all other employees who meet the same eligibility criteria. An approved leave of absence shall not be deemed an interruption in employment payment of this longevity period. This longevity stipend shall be prorated if eligibility arises during the school year. Teaching Vice-Principals receive \$1,500.00 in addition to their regular salary on the Teacher's Salary Guide.

Step	<u>2004-2005</u>			
	Class I	Class II	Class III	Class IV
1-2	35,145	41,145	45,145	49,145
3	35,445	41,445	45,445	49,445
4	35,745	41,745	45,745	49,745
5	37,765	43,765	47,765	51,765
6	40,035	46,035	50,035	54,035
7	42,465	48,465	52,465	56,465
8	45,045	51,045	55,045	59,045
9	47,775	53,775	57,775	61,775
10	50,655	56,655	60,655	64,655
11	53,685	59,685	63,685	67,685
12	56,865	62,865	66,865	70,865
13	60,195	66,195	70,195	74,195
14	63,675	69,675	73,675	77,675

2005-2006

Step	Class I	Class II	Class III	Class IV
1	36,445	42,495	46,545	50,645
2-3	36,745	42,795	46,845	50,945
4	37,045	43,095	47,145	51,245
5	39,065	45,115	49,165	53,265
6	41,335	47,385	51,435	55,535
7	43,765	49,815	53,865	57,965
8	46,355	52,405	56,455	60,555
9	49,100	55,150	59,200	63,300
10	51,995	58,045	62,095	66,195
11	55,040	61,090	65,140	69,240
12	58,235	64,285	68,335	72,435
13	61,580	67,630	71,680	75,780
14	65,075	71,125	75,175	79,275

2006-2007

Step	Class I	Class II	Class III	Class IV
1	38,600	44,700	48,800	53,000
2	39,100	45,200	49,300	53,500
3-4	39,600	45,700	49,800	54,000
5	40,830	46,930	51,030	55,230
6	42,860	48,960	53,060	57,260
7	45,300	51,400	55,500	59,700
8	47,890	53,990	58,090	62,290
9	50,630	56,730	60,830	65,030
10	53,520	59,620	63,720	67,920
11	56,560	62,660	66,760	70,960
12	59,750	65,850	69,950	74,150
13	63,090	69,190	73,290	77,490
14	66,575	72,675	76,775	80,975

2007 - 2008

Step	Class I	Class II	Class III	Class IV
1	40,150	46,400	50,700	54,900
2	40,650	46,900	51,200	55,400
3	41,250	47,500	51,800	56,000
4-5	42,465	48,715	53,015	57,215
6	44,480	50,730	55,030	59,230
7	46,905	53,155	57,455	61,655
8	49,480	55,730	60,030	64,230
9	52,205	58,455	62,755	66,955
10	55,080	61,330	65,630	69,830
11	58,105	64,355	68,655	72,855
12	61,280	67,530	71,830	76,030
13	64,605	70,855	75,155	79,355
14	68,075	74,325	78,625	82,825

SCHEDULE B
SECRETARY

2004-05		2005-06		2006-07		2007-08	
Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	24,750	1	28,165	1	29,562	1	31,022
1-2	24,750	1	28,165	1	29,562	1	31,022
3	27,772	2-3	29,151	2	30,597	2	32,108
4	28,744	4	30,171	3-4	31,667	3	33,232
5	29,750	5	31,227	5	32,776	4-5	34,395
6	30,791	6	32,320	6	33,923	6	35,599
7	31,869	7	33,452	7	35,110	7	36,845
8	32,984	8	34,622	8	36,339	8	38,134
9	34,139	9	35,834	9	37,611	9	39,469
10	35,333	10	37,088	10	38,927	10	40,850
11	36,570	11	38,386	11	40,290	11	42,280
12	37,850	12	39,730	12	41,700	12	43,760

SCHEDULE C
AIDE

STEP	2004-05	2005-06	2006-07	2007-08
1	17,856	18,722	19,630	20,583
2	18,392	19,284	20,219	21,200
3	18,944	19,863	20,826	21,836

SCHEDULE D
CUSTODIANS

STEP	2004-05	STEP	2005-06	STEP	2006-07	STEP	2007-08
1-2	27,782	1	28,982	1	31,352		
3	27,882	2-3	29,082	2-3	31,452	1-2	32,200
4	27,982	4	29,182	4-5	31,552	3-4	32,700
5	28,493	5	29,693	6	32,063	5-6	33,200
6	29,282	6	30,482	7	32,857	7	33,702
7	29,982	7	31,182	8	33,557	8	34,400
8	31,595	8	32,795	9	35,170	9	36,000
9	33,595	9	34,795	10	37,170	10	38,000
10	37,295	10	38,095	11	40,470	11	41,300
11	41,345	11	42,095	12	44,185	12	44,925
12	46,800	12	47,450	13	48,100	13	48,750

SCHEDULE E
ATTENDANCE OFFICER'S SALARY GUIDE

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
23,589	24,733	25,933	27,191

The Attendance/Security Officer will receive an \$800 car allowance in addition to his/her salary.

SCHEDULE F
DEAN OF STUDENTS GUIDE

STEP	2004-05	STEP	2005-06	STEP	2006-07	STEP	2007-08
1	60,000	1	62,500	1	65,000	1	67,500
2	63,000	2	65,500	2	68,000	2	70,500
3	66,000	3	68,500	3	71,000	3	73,500

STIPENDS

The parties agree to the following annual stipends for the term of this contract:

SCIENCE FAIR	\$250
YEARBOOK	\$350
EIGHTH GRADE PLAY	\$500
ERASE CLUB ADVISOR	\$300
STAFF MEMBER RESPONSIBLE FOR THE PLANNING OF OVERNIGHT TRIPS:	\$250 per trip
STUDENT GOVERNMENT COORDINATOR	\$250
SCHOOL NEWSPAPER	\$250
BUS SUPERVISOR	\$1250 (2004-2005)
	\$1500 (2005-2008)
TEACHER IN CHARGE	\$1,500
BSI COORDINATOR	\$3,000
ATTENDANCE/SECURITY OFFICER:	
Car allowance	\$800
MAIL RUN	\$800
MEDIA CENTER/TECHNOLOY	10% of salary (summer)

Stipends for activities do not preclude granting
Of release time at the sole discretion of the
Superintendent of Schools