

PREAMBLE

This agreement, entered into this 1st day of July 2004, (hereinafter referred to as the "Agreement") between the BOARD OF EDUCATION OF WEEHAWKEN, Township of Weehawken, New Jersey (hereinafter called the "Board"), and the WEEHAWKEN EDUCATION ASSOCIATION (hereinafter called the "Association").

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Weehawken School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise as to the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq., to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel as listed below, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Teachers	Custodians
Librarians	Aides
Nurses	Clerical employees
Department Chairpersons	Clerk typist
Assistant Department Chairpersons	
Guidance Counselor(s)	
School Psychologist	
Learning Disability Specialist(s)	
Social Worker	
Subject Area Coordinators	
Speech Pathologist	

but excluding:

Superintendent	Secretary to the Superintendent
Board Secretary	Secretary to the Board Secretary
Business Administrator	Supervisors
Assistant Board Secretary/Business Admin.	
Principals	
Assistant Principal(s)	
Directors	

B. Unless otherwise indicated, the term "employees", when used hereinafter in this

Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined. References to he/she, him, or his are considered to include female as well as male persons. References to her, she or hers are considered to include male as well as female persons.

C. All persons or groups of persons holding positions not specifically enumerated herein are not subject to covered or bound by the terms and provisions of this agreement.

ARTICLE II

GRIEVANCE PROCEDURE

A. 1. A grievance shall mean any claimed violation or inequitable application of the terms and conditions of the Agreement.

2. An “aggrieved person” is the person, persons or the Association making the claim.

3. A “party in interest” is the person, persons, or Association making the claim and any party or person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

4. When a grievance arises, the aggrieved person(s) shall file the complaint, as hereinafter provided, within thirty (30) days of its occurrence, or within thirty (30) days after he/she reasonably should have known of its occurrence.

B. 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Every effort shall be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a formal complaint

setting forth the facts constituting the grievance, citing the specific contractual article claimed to be violated and indicating the remedy sought.

C. 1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. If either party fails to follow the time limits established herein for the submission and movement of the grievance, the grievance shall be waived or moved to the next step, depending upon which party fails to follow the procedure. The time period may be modified by mutual consent in writing.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure and if left unresolved could result in irreparable harm to a person or party in interest, the time limits set forth herein shall be reduced or preliminary steps waived so that the grievance procedure, including expedited arbitration, may be exhausted prior to the resultant irreparable harm.

3. LEVEL ONE - PRINCIPAL OR IMMEDIATE SUPERIOR

If the grievance arises from a decision of the principal or immediate superior, the grievant shall first discuss it with the principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the aggrieved employee is not satisfied with the disposition of his grievance at the informal level, the grievance shall be filed in detail and in writing with the principal or immediate supervisor. A decision shall be rendered within ten (10) school days of the grievance's filing.

4. LEVEL TWO - SUPERINTENDENT

If the grievance should arise from a decision of the Superintendent or if the aggrieved party is not satisfied with the disposition of the grievance at Level One, the aggrieved party shall have the right of appeal by presenting the full grievance in detail in writing to the Superintendent of Schools. The Superintendent shall notify the Association of all grievances submitted to his office within five (5) school days of receiving same. The Superintendent shall render a decision within fifteen (15) school days after the filing of the grievance and forward to the Association and all concerned parties a copy of the written decision.

5. LEVEL THREE - BOARD

If the grievance arises from a decision of the Board or, if the aggrieved party is not satisfied with the disposition of his grievance at Level Two, the aggrieved party may submit the grievance, in writing, with the complete records thus far accumulated, to the Board. The Board shall render a decision, in writing, with a copy to the Association and all concerned parties, within thirty (30) consecutive days after the grievance was delivered to the Board. If the aggrieved party is still not satisfied, the aggrieved party may request that the Association proceed to binding arbitration.

6. LEVEL FOUR - ARBITRATION

a. The Association may present any arbitrable grievance to a level four step, which shall be binding arbitration.

b. The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association or the Public Employment Relations Commission.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) consecutive days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which modify the terms of this Agreement. All costs for said arbitration shall be borne by the losing party.

d. Expedited arbitration as provided by the American Arbitration Association or the Public Employment Relations Commission shall be utilized upon the request of either party in order to avoid irreparable harm as described in C-2.

D. Except for binding arbitration, any aggrieved party shall have the right to be represented at all stages of the grievance procedure by himself or, at his option, by a representative authorized or approved by the Association. Should a grievant choose not to be represented by the Association, the Association shall have the right to be present to observe the proceedings and have the right to file its own view in writing subsequent to the hearings.

E. 1. If a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. All meetings and hearings under this procedure shall be conducted in closed session and shall include only the parties in interest and their designated representatives.

3. Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved party and one representative of the Association.

4. It shall be understood that the sole determination to proceed to arbitration shall rest with the Executive Board of the Association. If, in the opinion of the Executive Board, a grievance is thought to be meritorious, then it shall notify the district that the matter shall proceed to arbitration. If, in its opinion, it is not, then the member may pursue it on his/her own.

5. The Board and the Association agree that there shall be no reprisals against any employee for exercising his/her rights under this section.

ARTICLE III

EMPLOYEE RIGHTS

A. The parties agree to adhere to the public laws of New Jersey governing employee rights, privileges and duties. All employees shall have the right, pursuant to statute, to organize freely, join and support their association and engage in collective negotiations. The Board undertakes

and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by statutes of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association and its affiliates, their participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

C. Notice of transfer or reassignment to teachers shall be given as soon as practicable and, except in cases where it is impractical to do so, no later than June 15th.

D. Every teacher shall teach course content in the manner he/she considers most practical and useful, consistent with good teaching practices and supervisory consent.

E. The teacher shall maintain exclusive right and responsibility to determine grades within the grading policy of the Weehawken School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. In the event a grade is changed without the consent of the teacher, the administrator shall affix his/her signature or initials next to the affected student's grade.

F. Clerical staff shall not be responsible for recording/reporting lateness of any staff members.

G. Assignments made to Educational Support Personnel, which are not in keeping with normal office and/or building routine (prior practice), shall proceed through the immediate superior and be reduced to writing.

H. Criticism by a supervisor, administrator or Board member of an employee shall be made in confidence and not in the presence of students, parents or other public gatherings.

I. 1. All documents, communications and records dealing with any complaint or criticism of any party to the agreement shall be filed in such party's personnel file, dated and an executed copy thereof shall be tendered to the party complained of within forty-eight hours. If such complaint or criticism is not substantiated, the personnel record of the party complained of shall be expunged of relevant papers and the party complained of so advised within five (5) days.

2. Employees shall be granted the right to inspect their personnel files. Requests for appointments must be made through the central office building in writing and said appointment shall be granted no later than one week following said request.

3. If an employee objects to retention of material in his/her personnel file because it is believed to be obsolete or inappropriate, said employee shall by written request to the Superintendent set forth what material is deemed to be objectionable and the facts on the basis of which removal of said material is requested. Upon receipt of the written request, the Superintendent or his/her designee shall review the material and, if there is agreement that the material is obsolete or inappropriate, the material together with the request shall be destroyed.

4. Although the Board agrees to protect the confidentiality of personal references and other similar documents, it shall not establish any separate personnel file, which is not available for the employee's inspection.

5. Disputes over the retention of documents may be processed through the grievance procedure commencing at Level Two but, in no event, may the grievance be submitted to non-binding or binding arbitration.

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES

A. All information in the public domain shall be made available to the Association as prescribed by law.

B. Whenever any representatives of the Association (not to exceed three (3)) participate during working hours in negotiations with the Board, they shall suffer no loss in pay.

C. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, providing permission is obtained from the principal of the building in question. Request for use shall be made as much in advance as possible and the decision of the principal shall be final. Only members of the W.E.A. shall be allowed to attend meetings of the W.E.A. One secretary and one custodian shall be released at 3:00 p.m. up to two (2) times per school year to attend Association general membership meetings without loss of pay.

D. The Association shall have the right to place correspondence and leaflets in the teachers' mailboxes and other appropriate designated areas. However, this right shall be utilized only for matters concerning the Association and their members and shall not be utilized to advocate any act or procedure which would be illegal. The Association shall be granted the privilege of using the duplicating and mimeograph equipment in the schools when such equipment is not in use and upon application to the building principal. The Association shall provide all materials and supplies incident to such use.

E. An Association phone, with its own line, shall be installed in the school building of the president of the local. The phone shall be attached to an answering machine and shall be for the exclusive use of the executive board of the Association. It shall be placed in a mutually agreeable place agreed upon by the school principal and the WEA president. The Association shall be responsible for the installation and the monthly expense of the phone.

ARTICLE V
WORK YEAR

TEACHERS

The work year shall not exceed 184 workdays. These days shall be inclusive of orientation, in-service and/or professional days. In-service and/or professional days shall be in accordance with state guidelines and code.

TEACHER AIDES

The work year for teacher aides shall reflect the school calendar.

CUSTODIANS

- A. The work year will be from July 1st through June 30th.

- B. The vacation schedule shall be as follows:
 - 1st year of employment - 1 vacation day for each month
up to a maximum of 10 days
for the year.
 - Start of 2 - 9 years of employment - 10 vacation days per year
 - Start of 10-15 years of employment- 15 vacation days per year
 - Start of 16-24 years of employment- 20 vacation days per year
 - Start of 25 years of employment - 25 vacation days per year and over

All vacation schedules shall be promulgated by the School Business Administrator. For the purpose of computing vacation schedules, service only in the Weehawken Public Schools will be considered. All vacation days shall accrue in direct ratio to the actual time worked during the contract year. All twelve-month employees entitled to four weeks vacation shall have the right to designate one week's vacation at a time during the year other than the summer and Christmas recess. This shall be limited to one custodian during any given week on thirty (30) days notice.

CLERK TYPIST

A. The work year for ten-month clerk typist shall reflect the school calendar, plus five (5) business days after the closing of school (last day of student attendance) not to extend beyond June 30th, and five (5) business days prior to the official opening of school.

B. 1. The work year for twelve-month clerk typist shall be from July 1st to June 30th.

2. The vacation schedule for all twelve-month clerk typists shall be as follows:

- 1st year of employment -1 vacation day for each month
up to a maximum of 10 days
for the year
- Start of 2-9 years of employment - 10 vacation days per year
- Start of 10-15 years of employment - 15 vacation days per year
- Start of 16-24 years of employment - 20 vacation days per year
- Start of 25 years of employment - 25 vacation days per year and over

All vacation schedules shall be promulgated by the School Business Administrator. For the purpose of computing vacation schedules, service only in the Weehawken Public Schools will be considered. All vacation days shall accrue in direct ratio to the actual time worked during the contract year. All twelve-month employees entitled to four weeks vacation shall have the right to designate one week's vacation at a time during the year other than the summer and Christmas recess.

TWELVE-MONTH EMPLOYEE HOLIDAYS

All twelve-month employees shall be entitled to the following fifteen holidays. If an entitled holiday occurs on a normal day off (e.g., Saturday, Sunday), the Board agrees to provide an alternate day off. Said compensatory days will be agreed upon in advance of the entitled holiday.

- Independence Day
- Labor Day
- Day before New Year
- New Year's Day

Columbus Day	Martin Luther King Day
Veterans Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	

The above holidays shall be observed according to the school calendar.

ARTICLE VI

WORK DAY

TEACHERS

A. Teachers shall indicate their presence for duty by placing a check mark in the proper column of the faculty "sign in" roster. If a teacher is late or leaves before the end of the workday, he/she shall write the time of arrival or departure in the aforesaid roster and affix his/her initials in the appropriate place. After the eighth (8) late in any one school year, the teacher shall then be docked \$15.00 for each fifteen (15) minutes late or part thereof.

B. 1. The daily teaching load in senior high school shall be no more than six (6) periods. Assignment to a supervised study period or non-compensated extra-curricular activity during school hours shall be considered a period for the purpose of this article.

- a. Subject Area Coordinators shall teach a maximum of five (5) periods daily.
- b. Senior Class Advisors shall teach a maximum of five (5) periods daily.
- c. Yearbook Advisors shall teach a maximum of five (5) periods daily.
- d. Teachers of Advanced Placement courses shall teach a maximum of five (5) periods daily with one (1) additional on call period.
- e. Athletic Director shall teach a maximum of three (3) periods daily.
- f. District Technology Coordinators shall teach a maximum of two (2) periods daily.

2. The daily teaching load in the elementary school shall not exceed five and one-half (5-1/2) hours of pupil contact with a minimum fifteen (15) minute break in the morning of each school day. Teachers are expected to stay for special help when necessary.

3. Teachers shall not be required to teach continuously for more than three (3) periods. The Association and the Board agree to allow a maximum of three (3) high school teachers per school year, on a rotating basis, to be assigned four (4) consecutive periods providing the said teachers be relieved of homeroom assignments and have no more than three (3) class preparations per day.

4. Elementary teachers shall not be required to teach continuously for more than three (3) hours.

5. a. The starting and ending times for each of the schools are as follows:

Teachers: 8:05 am - 2:55 pm

Students: 8:15 am - 2:55 pm

No less than ten (10) minutes at the beginning of the workday (8:05-8:15) shall be unassigned, duty-free time.

b. Any teacher assigned duties during the above ten (10) minutes or before the stated teacher arrival time shall be entitled to compensation in either time or money as determined by the Board. The WEA shall be advised of any teacher who is directed or required to start or end at a time different than that stated above.

C. 1. Teachers shall have a duty-free lunch period daily of no less than thirty (30) consecutive minutes provided, however, that where a class period exceeds thirty minutes, the duration of the lunch period shall be no more than the duration of the class period.

2. Teachers may leave the building without requesting permission during their duty-free lunch period.

3. The existing practice of a forty-five (45) minute lunch for elementary school instructional personnel and a forty (40) minute lunch for high school instructional personnel shall be continued.

4. Lunch period compensation shall be compensated in dollars or compensatory time at the teacher's option with approval of the principal.

D. 1. Building-based teachers shall be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building faculty meetings called by the Superintendent or principal. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run no more than sixty (60) minutes. Exceptions may be made in cases of emergencies. No more than two (2) meetings may be called within one month except in emergencies. Teachers may be required to attend no more than four (4) Friday meetings per school year. For said Friday's meeting, teachers and the Association President shall be given notice of at least five (5) workdays prior to said meetings. Said meetings shall not last more than thirty (30) minutes. In no case shall this be a Friday prior to a holiday or vacation.

2. With the exception of the four meetings listed in D.1 above, meetings, which take place after the regular in-school workday and which require attendance shall not be called on Fridays or any day immediately preceding any holiday or other day when teacher attendance is not required at school unless circumstances require otherwise.

3. The notice of and the agenda for any meeting shall be given to the teachers involved at least five (5) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. The supervisor in charge of the meeting may waive the notice requirements of this paragraph at his/her discretion. An Association representative may speak to the teachers at the conclusion of any meeting referred to in Paragraph 1 above.

E. All classes will be covered by properly certificated personnel. The Board and the Association agree that, when qualified substitutes are unavailable, the administration may ask for volunteers and, where there are no volunteers, it may assign a teacher to sustain the lesson to the class if he/she is qualified and, if he/she is not qualified, he/she is to cover the class. The volunteers or assigned teachers shall be paid at the rate set forth in the co-curricular activities guide for each class covered. This applies to the high school and the elementary schools. It is understood that the maximum that the Board will be responsible to pay for the covering of any teacher's classes will be the substitute's per diem pay, except as provided for in Article IX, Section J. A voluntary teacher or substitute list shall be compiled and listed the first school week in September. The listing shall be alphabetical and assignments will be on a rotating basis. No teacher will be removed from a regular assignment in order to act as a substitute whenever there are volunteer teachers or volunteer substitute teachers available.

F. Teacher participation in field trips which extend beyond the teacher's in-school workday and overnight or weekend trips shall be voluntary.

EDUCATIONAL SUPPORT PERSONNEL

A. The workday for custodians shall consist of nine (9) hours, including a sixty (60) minute, uninterrupted lunch hour.

B. 1. The workday for all clerks covered by this agreement shall be eight (8) hours in length, including one hour for lunch; office working hours to be established by the School Business Administrator.

2. a. Summer hours for clerical employees shall be six (6) hours inclusive of lunch. Summer hours shall start at the close of the regular school year, as reflected in the school calendar, and shall end at the start of the regular school year, as reflected in the school calendar.

b. In cases of need, as determined by the Superintendent, employees may be required to work an additional hour without additional compensation. This may not exceed 15 hours for any individual employee for the summer.

C. The workday for teacher aides shall be the regular instructional school day.

D. On regularly scheduled one-session days the school/business offices will close within fifteen (15) minutes of the dismissal of the students.

E. When school is closed due to emergency conditions (snow, etc.), the clerical staff shall not be required to report.

In the event of a State mandated emergency closing of schools, custodial employees shall not be required to report on the first day of the emergency.

F. In the event the district is closed for a weekend, holiday or due to a snow emergency, custodians shall be responsible for calling 201-867-5144 to determine time and location to report to work.

G. In the event an Educational Support employee must be late, he/she shall notify the Board if possible. After the eighth (8) late in any one school year, the employee shall then be docked \$15.00 for each fifteen (15) minutes late or part thereof.

H. Whenever any custodian is requested to work more than forty (40) hours per week, he /she shall be compensated at a rate of pay one and one-half (1-1/2) times his/her basic hourly rate for the hours in excess of forty (40) hours per week.

I. All overtime will be rounded to the nearest fifteen (15) minutes.

J. Whenever any custodian works less than forty (40) hours per week and is requested to work more than eight (8) hours per day, he/she shall be compensated at his/her basic hourly rate for the daily hours in excess of eight.

ARTICLE VII

NON-TEACHING DUTIES

The Board shall provide for a central register in each elementary school in addition to that presently existing in the secondary school. The Board of Education agrees to hire aides for each

elementary (K-8) school to relieve the teachers of playground and/or lunch duty. It is understood that the assigned teacher must be on call in the building during this period of time.

The parties expressly understand that a portion of or all of the above article is an illegal area of negotiations and unenforceable. It is also expressly understood by the parties that, if any portion of the above article becomes mandatorily negotiable, it will immediately be given full force and effect as part of this contract.

ARTICLE VIII
TEACHER EMPLOYMENT

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

B. 1. Each teacher shall be placed at his/her proper step of the Weehawken School District's salary guide as of the beginning of the school year.

2. Full credit up to the maximum step of any salary level on the agreed teacher salary schedule shall be given for previous outside teaching experience in a duly accredited public school upon initial employment. As of the beginning of the school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it. Additional credit, not to exceed four (4) years for military service and time spent on a Fulbright Scholarship, shall be given upon initial employment as of the beginning of the school year. The aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

3. Effective July 1, 2001, and prospective from that point, full credit up to the maximum step of any salary level on the teachers' salary guide (Schedules A-D) shall be given upon initial employment for previous outside teaching experience in any institution funded by a majority of public funds.

C. Teachers with previous teaching experience in the Weehawken School District shall, upon returning to the system, receive full credit on the Weehawken School District salary guide for all outside teaching experience in a school recognized and accredited by the New Jersey Department of Education, for full time military experience and time spent on a Fulbright Scholarship, up to the maximum as set forth in Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary guide above that at which they left.

D. Previously accumulated unused sick days shall be restored to all teachers returning from leaves set forth in Paragraph C.

E. Teachers shall be notified of their contract and salary status no later than April 30th. The Superintendent has the privilege of notifying teachers before this date.

F. The Board shall retain full authority in the planning and determination of a school calendar. The Board, however, shall provide a copy of the calendar for the new school year to the teachers by either distributing a copy to each teacher or posting copies in the offices and appropriate places in each school no later than the end of the preceding school year or, if unable to do so, then before the commencement of the new school year by mailing a copy to the teachers during the summer.

ARTICLE IX

SALARIES

TEACHERS

A. The salaries of all teachers covered by this agreement are set forth in Schedules A-D which are 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.

2. Teachers may individually elect to have ten per cent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his/her estate on the final payday in June, or upon death or termination of employment, if earlier.

3. When a payday falls on or during a school holiday, vacation or weekend, checks shall be available on the last previous working day.

4. Teachers' final checks and the pay schedule for the following year shall be available on the last working day in June as determined by the administration.

5. Paychecks shall be distributed no later than 12:00 p.m. of any payday or on the last day of school.

6. a. Teachers may elect to receive payment of all extra-curricular stipends either by direct deposit or by separate check.

b. Direct deposit payments shall be made at the end of each month.

c. Extra check payments shall be made four times per year; November 30, January 31, April 30 and the last payday in June. These checks shall be in addition to the regular payroll check.

d. Extra check payments shall combine all additional monies earned during the time periods listed above.

e. Vouchers must be received by the Board at least two weeks prior to the expected payment date.

C. Additional credit for change of category in salary guide shall be granted for accredited courses completed between September 1 and June 30 of any school year. Additional credit shall be given for summer courses completed between July 1 and August 31 of the same year and for courses completed while on sabbatical leave. Credits taken in the fall semester must be submitted on or before April 1 so that salary adjustments can be made as of February 1 of a given school year. Credits taken in the summer must be submitted on or before November 1 so that salary adjustments can be made as of September 1 of a given school year.

D. All subjects taken for credit and the school in which they are taught are subject to the approval of the Weehawken School District's Superintendent. Courses for credit must be in the teachers' major or related field, guidance, administration or other areas of approval by the Weehawken School District's Superintendent.

E. Longevity shall be paid to all employees in accordance with the following schedule:

Start of 10 years to 19 years	\$ 600.00
20 years to 24 years	\$ 800.00
25 years to 29 years	\$ 1000.00
30 years	\$ 1200.00

F. 1. Each teacher shall move to the next subsequent step of the salary guide. In addition to any longevity payments due under Section E of this article, in the event there is no new step added, any teaching staff member who was on the maximum step the previous year shall move to the newly adjusted maximum and receive an additional two thousand (\$2000) dollars longevity added to their salary. This shall continue, and a new two thousand (\$2000) dollars shall be applied for every year the teacher is employed. Said longevity dollars will be cumulative each year.

2. In the event a new step is added then teachers at the maximum step will move to the new maximum step and no new additional longevity money will be added. Previously accumulated longevity shall be maintained.

3. The new longevity shall only apply to those staff members who complete their year at maximum and then are qualified for the new longevity application.

G. All guidance counselors shall be placed on and paid pursuant to a ten (10) month salary guide. However, they, or any of them, at the option of the building principal, may be required to work one week or any part thereof prior to the scheduled commencement of the teachers' school year, and/or one week or any part thereof subsequent to the scheduled close of the teachers' school year and to be paid in accordance with the prevailing salary guide. All guidance counselors so required to work in addition to the school year shall be compensated at a per diem rate of pay

consistent with their position on the prevailing salary guide. Guidance counselors shall be selected on a rotating basis and given reasonable notice of the requirement to work.

H. A teacher shall be entitled to advance a step on the salary guide and/or obtain credit towards longevity provided that teacher was employed and working for 92 school calendar days the prior school year. Days employed and working shall include accumulated sick days used, leaves of absence with pay, and leaves provided pursuant to the Family and Medical Leave Acts.

I. District Technology Coordinator(s) shall receive an additional one-tenth (1/10) of his/her annual salary.

J. Teachers asked to take on an additional teaching period, for a teacher out on an extended leave, shall be compensated an additional one-sixth (1/6) of his/her salary.

K. Teachers assigned to work the breakfast program shall be compensated twenty-five (\$25.00) dollars per hour.

EDUCATIONAL SUPPORT PERSONNEL

A. The salaries of all Educational Support Personnel covered by this agreement are set forth in Schedules E-H which are attached hereto and made a part hereof.

B. Placement on Salary Guide

The Board may grant credit on the salary guide for outside work experience or equivalent, one year for each year of experience, not to exceed six (6) steps on the salary guide.

The Board may grant credit on the salary guide for individuals with specific job-related expertise not to exceed six (6) steps on the salary guide.

The Board shall have the discretion to determine the amount of credit granted. The Association shall have the right to know the factors used by the Board to determine credit on the guide.

C. LONGEVITY GUIDE

- Start of 10 years - \$250.00
- Start of 15 years - \$300.00 additional
- Start of 20 years - \$600.00 additional
- Start of 30 years - \$850.00 additional

D. BLACK SEAL

Upon receipt of a Black Seal Fireman's License, custodians will receive:

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Years 1 - 5-	\$ 950.00	\$1050.00	\$1150.00
Years 6 and above-	\$1100.00	\$1200.00	\$1300.00

Such amount added to their base salary will be paid each year of this agreement upon the verification of the possession of a valid and current license.

E. CUSTODIAL UNIFORMS

1. The Board of Education shall provide uniforms to custodial personnel.

Custodians are to receive two long-sleeve shirts, one short-sleeve shirt, two T-shirts, and two pairs of pants per each year of this contract. Building Service Personnel are to receive three smocks per each year of this contract. Each employee shall be provided with one pair of "safety-type" work shoes per year. Custodians shall be entitled to request work boots or work shoes other than steel-tipped shoes.

All custodians shall be issued complete foul weather gear of industrial quality, including boots, coats and gloves, as needed, but not more than once every two years, as well as the necessary equipment to remove/shovel snow.

2. All custodial employees must wear the uniform provided by the Board. In the event the employee fails to wear his/her uniform, on the first occurrence in any one year (July 1 to June 30), he/she shall be verbally warned by the Supervisor. On the second such occurrence, he/she shall receive a written reprimand from the Supervisor. On the third such occurrence, he/she shall be called to a meeting with his/her Supervisor, the Superintendent or his designee and an Association Representative to discuss the problem. A record of this meeting will be placed in

the employee's personnel file. On any subsequent occurrences, he/she may be sent home to change and shall be docked for the time away from work.

F. The high school head custodian shall receive an annual stipend in addition to his/her annual salary.

For 2004-05-	\$5700.00
For 2005-06-	\$6700.00
For 2006-07-	\$7700.00

G. Teacher Aides assigned to the breakfast program shall be compensated fifteen (\$15.00) dollars per hour.

ARTICLE X

TEACHER ASSIGNMENTS

A. 1. All teachers shall be given written notice of their class and/or special assignments and room assignments for the forthcoming year at a date, which will be normally on or before May 15. Should this written notice be unavailable on or before said date, a letter will be forwarded to the Association from the Superintendent or the Board explaining the reason(s) for the delay.

2. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them to the District. The Superintendent shall give notice of assignments to new teachers as soon as practicable and, except in cases of emergency, not later than July 1.

3. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

ARTICLE XI
VOLUNTARY TRANSFERS AND REASSIGNMENTS

TEACHERS

A. 1. No later than May 15 of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of the known vacancies, which shall occur during the following school year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be transferred and the school or schools to which he/she desires to be transferred, in order of preference.

B. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system. If more than one teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by the Superintendent and the principals.

The parties expressly understand that a portion of or all of the above article is an illegal area of negotiations and unenforceable. It is also expressly understood by the parties that, if any portion of the above article becomes mandatorily negotiable, it will immediately be given full force and effect as part of this contract.

EDUCATIONAL SUPPORT PERSONNEL

Employees who desire to transfer to another building may file a written statement of such desire with the School Business Administrator. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 15th.

ARTICLE XII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

TEACHERS

A. Notice of a transfer or reassignment shall be given as soon as practicable and, except in cases resulting from illness, death or resignations, no later than June 15th.

B. If a teacher is aggrieved as a result of an involuntary transfer or reassignment, he/she is encouraged to go directly to the Board with his/her grievance. All steps of the grievance procedure shall be waived.

C. Level Four of the grievance procedure may not be utilized with reference to involuntary transfers, except with reference to the issue as to whether the administration has adhered to the date by which the notice is to be given.

The parties expressly understand that a portion of or all of the above article is an illegal area of negotiations and unenforceable. It is also expressly understood by the parties that, if any portion of the above article becomes mandatorily negotiable, it will immediately be given full force and effect as part of this contract.

EDUCATIONAL SUPPORT PERSONNEL

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the School Business Administrator, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment, and upon the request of the employee, the Board members shall meet with him/her. The employee may, at his/her option, have an Association representative(s) at such meeting. Said employee shall be entitled to go directly to the Board for hearing on same.

The parties agree that this section is a subject that does not constitute an area of lawful bargaining under the present state of the law. The parties further agree that, if the law changes making the subject a lawful one, the language of this section will be given full force and effect.

ARTICLE XIII

PROMOTIONS/JOB OPENINGS

TEACHERS

A. All qualified teachers shall be given adequate opportunity to make application for promotion. Before filling such vacancies and if school is in session, a notice shall be posted in each school as far in advance as practicable and not less than thirty (30) days before the final date for submission of applications. In the event that the position should be filled during the summer, the Superintendent shall post a list as described in section B below of such positions at the administration office and in each open school and forward a copy to the Association.

B. Announcements of appointments shall be made by posting a list in the office of the administration and in each school. The list shall also be given to the President of the Association and shall indicate which positions have been filled and by whom.

C. A promotion will be defined as any position, which would require the person to leave the unit.

EDUCATIONAL SUPPORT PERSONNEL

A. Department of Personnel job openings shall be filled according to Department of Personnel regulations, including notification to proper authorities and advertising and appropriate testing.

When a list expires, a new test shall be called and all vacancies filled as soon as possible from this test.

B. All job openings for Educational Support Personnel shall be posted in each school. All job openings are to be posted the same as for teachers.

ARTICLE XIV
TEACHER EVALUATION

A. 1. All monitoring or observation of the work performed by a teacher shall be conducted openly and with the teacher's full knowledge.

2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. 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. Conferences by the evaluator will be held with a teacher who receives an evaluation report.

B. The Board shall protect the confidentiality of personal references, academic credentials, evaluations and similar documents.

C. No record of a complaint against a teacher shall be placed in the teacher's personnel file until the teacher shall have been afforded full opportunity to refute the allegations in writing. The teacher shall have the right of representation by the Association.

D. Prior to any annual evaluation report, supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

1. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, observations and/or discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

2. Such reports shall be addressed as appropriate. The teacher reported on shall receive a copy of the report.

3. Such reports shall be written and shall include, when pertinent:
 - a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Weaknesses of the teacher as evidenced during the period since the previous report.
 - c. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

ARTICLE XV

COMPLAINT PROCEDURE

A. When a complaint regarding a employee is made to a member of the administration by a student or citizen, the principal shall advise the employee of the full nature of the complaint and all efforts shall be made to resolve the matter informally.

B. In the event, however, that the matter cannot be resolved informally between the principal and the employee, then an appeal by the employee may be made to the Superintendent.

C. A representative of the Association may appear at any said meeting or hearing if the employee so desires.

ARTICLE XVI

TEACHER FACILITIES

A. The Board acknowledges the desirability of the following and hereby agrees to give it priority consideration if, as and when it deems the requisite funds and space to be available:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. Well-lighted and clean teacher rest rooms, separate from the students' rest rooms.

3. Suitable closet space for each teacher to store coats, overshoes and personal articles.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
5. Adequate chalkboard space in every classroom.
6. Adequate books, paper, pencils, pens, chalk, erasers, technology equipment, and other such material required in daily teaching responsibilities.

ARTICLE XVII

SICK LEAVE

TEACHERS

A. Teachers shall be allowed eleven (11) days for absence in one school year with full pay for personal illness. Where there are no accumulated sick days, then, for the next fifteen (15) days, for the same reasons, they shall receive half pay. Each request must be approved by the Board before becoming effective.

B. All teachers shall report an anticipated absence as much in advance of the absence as possible, but in no event later than 7:00 a.m. of the morning of the absence, unless prevented from doing so by circumstances beyond the control of the teacher. The principal of each school shall make available a telephone number for the teacher to report the absence. In the event that the teacher did not report the absence in advance of 7:00 a.m., then said circumstances will be described in writing and presented to the building Principal at his/her request.

C. Whenever the Board employs a teacher new to the Weehawken School District who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant additional sick leave credit in addition to the annual and accumulated sick leave provided in Section A of this Article as follows:

1. For the first year of employment in the Weehawken School District, a minimum of three (3) days or such lesser amount as may have been accumulated in the former district.

2. The accumulation of sick leave days from another district shall be credited in accordance with the procedure outlined above after certification from the prior employing school district. The days of sick leave so credited may be used immediately or, if not so used, shall be accumulative for additional sick leave thereafter as may be needed.

D. Any teacher taking a sick day shall only be charged with one-half sick day provided that the employee works at least three hours of that day.

EDUCATIONAL SUPPORT PERSONNEL

A. All ten-month employees shall be entitled to a minimum of eleven (11) sick days each year pursuant to the current Department of Personnel Regulations.

B. All twelve-month employees shall be entitled to a minimum of fifteen (15) sick days each year pursuant to the current Department of Personnel Regulations.

C. Unused sick days shall be accumulated from year to year with no maximum limit also pursuant to the current Department of Personnel Regulations.

D. The Association reserves the right to negotiate additional sick days in successor agreements.

E. Any educational support employee who will be absent from work for illness must notify the Board, at 201-422-6129, at least one hour prior to the employee's starting time. In the event the employee fails to notify the Board, on the first occurrence in any one year (July 1 to June 30), he/she shall be verbally warned by the Supervisor. On the second such occurrence, he/she shall receive a written reprimand from the Supervisor. On the third such occurrence, he/she shall be called to a meeting with his/her Supervisor, the Superintendent or his/her designee and an Association Representative to discuss the problem. A record of this meeting will be placed in the

employee's personnel file. On any subsequent occurrences, he/she shall be docked one (1) day's pay.

F. Any teacher aide taking a sick day shall only be charged with one-half sick day provided that the employee works at least three hours of that day.

G. Any clerk/custodian taking a sick day shall only be charged with one-half sick day provided that the employee works at least four hours of that day.

EMPLOYEES

A. All employees shall be given a written account of accumulated sick leave days no later than October 1 of each school year.

B. 1. Each employee is eligible for a Four-Hundred Dollar (\$400) lump-sum bonus for perfect attendance. Perfect attendance shall be defined as utilization of no sick, personal, or any other contractual days in a school year; however, there shall be no penalty for a "death in the family" which includes only spouse, child, parent, grandparent, grandchild, brother and sister.

2. Each employee is eligible for a Two-Hundred Dollar (\$200) lump-sum bonus for usage of one sick day or personal day and up to three (3) death-in-family days in one school year for those family members not listed above.

3. Payment for unused sick days shall be received no later than July 30 of any school year.

C. Upon retirement under the retirement plans of the TPAF/PERS from the Weehawken School District with at least ten (10) years of service in Weehawken, an employee shall receive a lump-sum payment for all accumulated sick leave in accordance with the following scale:

For the first 0-50 accumulated days	- \$15 per day
For the next 51-100 accumulated days	- \$20 per day
For the next 101-150 accumulated days	- \$25 per day

For the next 151-200 accumulated days - \$30 per day
For all accumulated days over 200 - \$40 per day

The maximum payment under this plan shall not exceed, for
2004-2007 - \$7,000

ARTICLE XVIII
PERSONAL/FUNERAL LEAVE

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

- A. 1. Employees shall be granted up to three (3) days leave of absence for personal reasons which, in the employee's judgment, require their absence during school hours.
2. All unused personal days in any one year shall accumulate as unused sick leave.
3. Any teacher/ teacher aide taking a personal day shall only be charged with one-half personal day provided that the employee works at least three hours of that day.
4. Any clerk/ custodian taking a personal day shall only be charged with one-half personal day provided that the employee works at least four hours of that day.

B. An employee shall be entitled to up to five (5) days paid leave of absence in the event of the death of a spouse, child, parent, grandparent, grandchild, brother or sister or any other member of the immediate household. An employee shall be entitled up to three (3) days paid leave of absence in the event of the death of a brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law or daughter-in-law. An employee shall be entitled up to one (1) day paid leave of absence in the event of the death of an aunt, uncle or cousin. Such days shall commence with the first absence, which shall be either the day of the death or the day immediately following the death. At the request of the Board the employee may be required to provide information concerning his/her relationship with the deceased.

C. Leaves taken pursuant to Sections A or B shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XIX

TEACHERS' SABBATICAL LEAVES

A. A sabbatical leave shall be granted to a teacher by the Board for study, for travel, or for other reasons of value to the school system. The granting of sabbatical leaves shall be subject to the following conditions:

1. Sabbatical leaves shall be granted for a one (1) year period during which time the recipient shall receive one-half (1/2) of the salary he/she would have received if he/she had remained on active duty.

a. Service on sabbatical leave shall count as active teaching service for the purpose of the salary guide placement, sick leave accumulation and retirement. Contributions to the TPAF shall be continued during the sabbatical leave.

b. Payments for health insurance, contributory life insurance, credit union and/or other items as authorized by the teacher shall be continued while said teacher is on sabbatical.

c. Perfect attendance bonus shall not apply during time of sabbatical.

2. A maximum of one (1) sabbatical leave per school year shall be granted for study and/or travel. Study plans and/or travel itinerary, if applicable, must be submitted at the time of application and must have the approval of the Superintendent. A sabbatical shall be granted only after twenty (20) years of full service to the Weehawken school district.

3. Application for sabbatical leaves shall be given preference according to years of service in the Weehawken school district and the overall attendance record of the applicants. The Board may refuse a sabbatical request on the basis of poor overall attendance by the applicant.

4. Requests for sabbatical leaves must be received by the Superintendent in writing no later than February 1 of the year preceding the sabbatical, and action must be taken on all such

requests no later than April 30 of the school year preceding the year for which the sabbatical is requested.

5. Prior to sabbatical leaves a teacher shall sign a letter of agreement to teach for at least three (3) full years in Weehawken immediately subsequent to his/her sabbatical leave.

ARTICLE XX
SERVICE LEAVE

An employee shall be given time necessary when called to active duty in any military unit of the U.S. or the State of New Jersey provided such obligation cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay less any pay which he/she received from the State or Federal government as a result of such duty. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XXI
LEAVES OF ABSENCE

TEACHERS

A. A leave of absence without pay of up to two (2) years shall be granted to any teacher who serves as an exchange teacher or overseas teacher or who accepts a Fulbright Scholarship. At the discretion of the Superintendent, a similar leave of absence may be granted to a teacher who joins the Peace Corps, Vista or National Teacher Corps.

B. All extensions or renewals of leave shall be applied for and granted in writing.

C. 1. Teachers may apply to the Board for a child-rearing leave of absence.

2. Teachers may apply to the Board for a maternity/child rearing leave of absence without pay which shall be granted at any time prior to the expected date of birth. 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 the 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 of harm to herself or diminution in her ability to function. If the certificate is not produced within ten (10) days from the date of request or if the teacher's physician fails to certify as hereinbefore stated, then, and in that event, the teacher may be required to commence her leave forthwith at the discretion of the Superintendent and the Board.

3. Teachers wishing to return from maternity and/or child rearing leave of absence in September must notify the Board by April 1 of the previous school year. Teachers wishing to return in February must notify the Board by December 1 of the current school year. At the sole discretion of the Board, a teacher may be permitted to return to work during any other month provided that such a return is not disruptive to the education process. Child rearing leave shall not extend beyond two (2) years per child.

4. A non-tenured teacher's maternity leave shall not extend beyond the contract school year in which the leave is obtained unless so extended by the Board.

D. 1. Except as otherwise set forth in Article VIII, upon return from leave granted pursuant to provisions of this Article, the Board shall determine whether the Teacher should be placed upon the salary guide at the level he/she would have achieved if he/she had not been absent.

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

EMPLOYEES

A. The Association and the Board acknowledge that all employees shall be entitled to all provisions of the Family Leave Act as follows:

The Board of Education recognizes that certain absences are authorized by New Jersey's Family Leave Act and by the Federal Family and Medical Leave Act and will provide for such employee absences.

Eligible Employees:

Employees are eligible if they have been employed by the Board for at least 12 months and have worked at least 1250 hours during the year preceding the start of the leave. An employee with only 1000 hours worked is entitled to a leave for more limited reasons.

Valid Reasons:

- to care for the employee's child and the leave begins within the 12-month period after a birth, adoption or foster care placement;
- to care for the employee's spouse, child or parent, who has a serious health condition, or
- for a serious health condition that makes the employee unable to perform the employee's job.

Length of Leave:

Any leaves provided for by collective bargaining agreement, Board policy or contract for the above reasons can be extended up to an additional twelve weeks.

Any eligible employee who is not entitled to any collective bargaining, contractual or policy leave who requests a leave for a valid reason will be provided up to 12 weeks total leave in any one July through June period. The leave may be taken intermittently or all at once.

The Board reserves the right to impose the statutory time limitations on instructional employees.

Any eligible employee who requests a leave due to his/her own health condition must first use their accumulated sick leave.

Terms of Leave:

Any extension or leave provided by this policy will be unpaid but all other employment benefits, including continued coverage under the health care plan, will be continued. The employee will not accrue seniority during the leave.

Advance Notice:

Employees must provide 30 days advance notice if the leave is foreseeable.

Medical Certification:

Any request for a leave due to any employee's or a relative's serious health condition must be accompanied by a medical certificate from a health care provider as to (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave and (4) the employee's inability to perform his/her job function.

The Board has the right at its own expense to designate a second health care provider to provide a second opinion. If the opinions differ, the Board may request at its own expense a third opinion given by a health care provider chosen by the first two health care providers. The third opinion shall be binding.

Return from Leave:

Any employee returning from a leave due to a serious health condition must provide a certificate from his/her health care provider that the employee can resume work.

Restoration to Equivalent Position:

Upon return from leave, the employee shall be restored to his/her former position or to an equivalent position as determined by applicable Board policy or collective bargaining agreement.

Notification:

A copy of this policy shall be posted in the main office of each school and given to each new employee.

Whenever any employee provides notice of the need for a leave, including the use by any employee of accumulated sick days, the employee shall be advised that this policy may be applicable. A copy of this policy will be provided upon request.

B. Other leaves of absence without pay may be granted to any employee by the Board.

ARTICLE XXII
INSURANCE COVERAGE

A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee and, in cases where appropriate, for family-plan insurance coverage.

1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expenses and therapy treatments.
- d. Maternity costs.
- e. Surgical costs.
- f. Major medical coverage.
- g. Rider J.

The Board shall make full payment of premiums for insurance coverage for the above listed services.

2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In those cases where an employee uses up sick leave, the Board shall continue to pay the employee's hospital and medical insurance for a period of time as it may decide, provided that such period of time shall not be less than six (6) months.

B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. The Board shall provide a family or, in cases where appropriate, an individual prescription plan, with a ten (\$10.00) dollar co-pay. The Board reserves the right to move to the State Health Benefits Plan Prescription Program.

D. The Board shall provide an individual dental plan for each employee.

ARTICLE XXIII

PERSONAL AND ACADEMIC FREEDOM

TEACHERS

A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the 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 laws.

B. The Association and the Board acknowledge that academic freedom is essential to the purposes and processes of education.

ARTICLE XXIV

EMPLOYMENT PROCEDURES

EDUCATIONAL SUPPORT PERSONNEL

A. The Board agrees there shall be no reduction in the number of positions from the previous contract year, whenever feasible, and funded employees shall not pre-empt Department of Personnel employees.

B. At no time shall the Board or any agent thereof assign or direct any employee covered by this contract to any other duties outside of the duties appropriate to his/her position and consistent with his/her specific job description.

C. All monitoring or observation of the work performed by an employee shall be conducted openly and with full knowledge of that employee.

D. No record of a complaint against an employee shall be placed in the employee's personnel file until the employee shall have been afforded full opportunity to refute the allegations in writing. The employee shall have the right of representation by the Association.

ARTICLE XXV

DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its employees membership dues for the Weehawken 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, Public Laws of 1969, (N.J.S.A. 52:14-15.9e), and under the rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Weehawken Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Weehawken Education Association's treasurer shall disburse such monies to the appropriate association or associations.

2. 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.

B. The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily

authorize the Board to deduct and to transmit the monies promptly to such association or associations.

C. Representation Fee

1. Purpose of Fee

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

2. Amount of Fee

(a) Notification

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

(b) 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 may be set up to eighty-five percent (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 the change.

3. Deduction and Transmission of Fee

(a) 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 (b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

(b) Payroll Deduction Schedule

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

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

(2) Thirty (30) days after the non-member employee begins his/her employment in a bargaining unit position, unless the non-member 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 a lay-off, 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.

(c) Termination of Employment

If a employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said non-member employee during the membership year in question.

(d) 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.

(e) Changes

The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph (a) 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.

(f) 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.

ARTICLE XXVI

NO REPRISALS

The Board and the Association agree not to engage in any reprisal of any kind which could be taken against any employee or other person by reason of participation in any of the activities concerning the parties' dispute. Prohibited reprisals include involuntary transfers.

ARTICLE XXVII

RECERTIFICATION AND REHIRING PROCEDURE

As per 18A, Education and 11A, Department of Personnel laws and regulation.

ARTICLE XXVIII
EMPLOYEE IMPROVEMENT

TEACHERS

A. Professional Development

All certified instructional staff members may attend at least one structured course at an institute of higher learning during each three-year period.

1. Courses must be approved by the Superintendent.
2. Courses must be directly related to the approved Mission Statement of the district.
3. External courses must be at least three (3) graduate credits.
4. Credits may apply to the next step on the salary guide.
5. There will be no reimbursement for expenses.
6. Internal courses must be at least two (2) credits.
7. There will be no cost to the staff for these classes.
8. Credits may apply to the next step on the salary guide.
9. Only grades of “A” or “B” will be acceptable in order to receive salary guide credit.
10. Absence from more than one class session requires automatic withdrawal from the class.

11. A committee person representing each school will determine district needs, design professional development activities, and assign course grades.

12. The established grievance procedure, utilizing the Director of Curriculum/Superintendent/Board format, will be maintained to resolve individual grade discrepancies.

B. Tuition Reimbursement

Beginning in 2002-03, the Board shall provide a pool of \$15,000 per year to reimburse employees for the cost of graduate credits. The pool shall be divided among the employees who apply on a per credit basis. In no event shall an employee be reimbursed more than one hundred (\$100) dollars per credit.

Example: A. 50 employees submit for reimbursement for one 3-credit graduate course each. $50 \times 3 = 150$ credits. $\$15,000/150 = \100 /per credit.

Example: B. 20 employees submit for reimbursement for three 3-credit graduate courses each. $20 \times 9 = 180$ credits. $\$15,000/180 = \83.33 /per credit.

In order to eligible for said reimbursement an employee must:

1. Submit a transcript of all courses taken by June 15 of any school year.
2. Receive at least a grade of "C" in the course.

Payment for reimbursement, provided an official transcript is provided, shall be no later than August 30 of any school year.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

A. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

B. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

C. The Board recognizes the employees in its employ as professional and responsible; employees recognize their responsibility for maintaining an exemplary record of promptness and attendance. Employees agree to report absences to the designated telephone number and tardiness verbally to the appropriate administrative office. The Board shall not require written statements or explanations of absence or tardiness from employees, except teachers as provided for in Article XVII B, unless a poor attendance record by a specific employee may indicate the need for analysis of possible specific problems regarding that employee.

D. 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.

E. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

I. Whenever any written 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 mail at the following addresses:

1. If by the Association, to the Board at:

Weehawken High School
Attention: Board of Education Secretary
Liberty Place
Weehawken, New Jersey 07086

2. If by the Board, to the current Association President at the building in which he/she is employed.

ARTICLE XXX

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq.

B. In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective officers, and their corporate seals to be placed hereon, all on the date and year first above written.

WEEHAWKEN EDUCATION ASSOCIATION WEEHAWKEN BOARD OF EDUCATION

By: _____ By: _____

By: _____ By: _____

AGREEMENT
BETWEEN THE
WEEHAWKEN EDUCATION ASSOCIATION
AND THE
WEEHAWKEN BOARD OF EDUCATION
JULY 1, 2004 - JUNE 30, 2007

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