
**HOBOKEN
BOARD OF EDUCATION**

and the

**HOBOKEN
EDUCATION ASSOCIATION**

CERTIFIED PERSONNEL

July 1, 2020 through June 30, 2023

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ARTICLE I RECOGNITION

- 1.1 The Board hereby recognizes the Association as the sole representative for negotiation purposes of all certified and non-certified personnel as to terms and conditions of employment.
- 1.2 The term "teachers" when used in this agreement shall refer to all male and female certified personnel.
- 1.3 The term "certified personnel" shall not include the Superintendent of Schools, Assistants to the Superintendent, Administrative Assistants, Principals, Vice Principals, Supervisors and Directors.
- 1.4 The term "non-certified personnel" shall include all clerks/secretaries, attendance officers, transportation personnel, and Computer Technicians, and any other support staff members not named herein who are not designated as "at will" employees, whether under contract, on leave, employed or to be employed by the Board.
- 1.5 The position of Social Worker Assigned to the School Based Youth Services Program (SBYSP) does not require a School Social Worker certificate issued by the Department of Education, though such an employee may possess that certification. Regardless, the position of Social Worker assigned to the SBYSP is entitled to membership in and representation by the Association. As such, unless specifically stated otherwise, these employees are subject to all responsibilities and benefits of this Agreement.

ARTICLE II NEGOTIATION PROCEDURE

- 2.1 The Board and the Association will conduct all meetings over a successor agreement in accordance with the requirements of N.J.S.A. 34:13A.
- 2.2 The Board and the Association will meet by November 1st prior to expiration of any agreement to establish rules of conduct for all meetings necessary to complete a successor agreement.
- 2.3 The Board and the Association agree no amendment or modification of this Agreement will be undertaken during the term of such existing agreement except by written mutual agreement.

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 Definitions:
 - a. Grievance
A "grievance" shall mean a complaint by an employee or a group of employees in the bargaining unit that there has been as to him or them a violation, misinterpretation or inequitable application of any of the provisions of this agreement or that he or they have been treated un-

fairly or inequitably by some act which is contrary to established policy of the Hoboken Board of Education governing employees. A "grievance" shall not mean any matter as to which a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education, or by any by-law of the Hoboken Board of Education, or any matter as to which the Hoboken Board of Education is without authority to act.

b. Aggrieved Person

An "aggrieved person" is an employee, group of employees, or the Association.

c. Party in Interest

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

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

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

3.3 Procedure

a. Level 1 - School Level

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

The employee and the school principal or supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution.

At this conference, the employee may be represented by a representative of the Association or by himself, provided, however, that, if the employee is represented, he must be present.

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

b. Level 2 - Superintendent Level

If the grievance is not resolved at Level 1, the aggrieved employee may appeal the decision through the Association to the Superintendent of Schools within five (5) school days after the decision at Level 1 has been given to him.

This appeal must be in writing and should include the name of the grievant(s), the decision being complained of, relevant contract provision or board policy that has been violated, desired result and decisions below. The grievant may be a member of the Association, a group of members of the Association or the Association itself.

The Superintendent or his designee shall meet with the employee and his representative within five (5) school days after receipt of the grievance for the purpose of arriving at a mutually satisfactory solution. The employee shall be given two (2) school days notice of this meeting and notice shall also be given to the principal or appropriate supervisor where the problem arose who shall, if he so desires, be permitted to attend.

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

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

c. Level 3 – Board Level

If the grievance is not resolved to the employees' satisfaction at Level 2, he may, either individually or through the Association, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools within (a) ten (10) school days after receipt of the Superintendent's decision, or (b) not less than ten (10) nor more than twenty (20) school days after filing of the appeal with the Superintendent if no written decision has been communicated by the Superintendent. Upon receipt of such written request, the Superintendent shall attach all related papers to it and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, and may hold a hearing with the employee and Association. The Board will render a decision in writing not later than thirty (30) calendar days following submission of the grievance, unless all parties to the grievance shall agree that such written decision may be delayed until another mutually agreed date.

d. Arbitration Level

If the aggrieved person or group is dissatisfied with the Board's decision or if no decision is rendered within ten (10) school days, the Association may request, in writing, that the grievance be submitted to arbitration. However, if the Association does not feel that the grievance is meritorious, it may refuse to go to arbitration. This submission must be made within fifteen (15) school days after the decision of the Board. The Board and the Association shall select an arbitrator to hear the dispute pursuant to the rules of PERC (Public Employment Relations Commission). Arbitration shall begin as quickly as possible, dependent upon the availability of the arbitrator and the parties, and he shall issue his findings within a reasonable time.

An arbitrator, in passing upon a grievance alleging unfair or inequitable treatment by an act contrary to established Board policy, shall premise

his determination on whether the Board's policy was disregarded or applied in a discriminatory, arbitrary or capricious manner as to constitute an abuse of discretion.

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

- e. The arbitrator shall limit his decision strictly to the application and interpretation of the agreement and shall not have the power to make an award in the following areas:
 - 1. Contrary to or modifying the terms of the agreement or of applicable law.
 - 2. Involving Board of Education policy under the terms of the agreement unless the grievance alleges that discretion was used in an arbitrary, capricious, discriminating or disregarding manner or that the action was unjustly inconsistent with the general practices in the Hoboken School System.
 - 3. A grievance over the non-renewal of any non-tenured employee's contract or the failure to re-appoint employees to positions in which tenure cannot be earned.
- f. Procedures for Grievances Arising out of End-of-the-Year School Reorganization
Where the grievance arises out of end-of-the-year reorganization, the time limits prescribed above shall be modified in these respects:
 - 1. The grievance must be presented to the principal or immediate supervisor within two (2) days after the occurrence of the act or within two (2) school days after he could reasonably be expected to know of the conditions which are the basis of the grievance. The principal or immediate supervisor shall communicate his decision within two (2) days after receiving the grievance.
 - 2. If the grievance is not resolved, the Superintendent or his designee shall hold a hearing and communicate his decision within three (3) days after receiving the complaint.
 - 3. Arbitration requests must be submitted to PERC (Public Employment Relations Commission) within five (5) school days from the Superintendent's decision.
- g. Forms for filing grievances, serving notices, making appeals and other necessary documents shall be prepared jointly by the Superintendent or his designee and the Association President or his designee and given appropriate distribution.
- h. Any and all time limits provided herein may be extended by the parties by mutual agreement in writing.
- i. The Association shall have the right to grieve under any conditions where it or its President is specifically named as a party to any article or subsection of this agreement.
- j. Where the grievance arises from a decision by the Board on a promo-

tion, the grievant will submit his grievance directly to the Superintendent or his designee at Level 2, where the procedure specified in Paragraph 1 of 3.3a above and 3.3b above shall apply. If the aggrieved person is dissatisfied with the Superintendent's decision or if no decision is rendered within the time limit specified in 3.3 b, the grievant must request, in writing, that the grievance be submitted to the Board of Education. This submission must be made within fifteen (15) school days after the decision of the Superintendent or his designee. The Board shall render its decision within ten (10) school days from the receipt of the request for a hearing. If the aggrieved person is dissatisfied with the Board of Education's decision or no decision is rendered within the time period of ten (10) school days, Level 3, Arbitration Level, will then take effect.

ARTICLE IV

EMPLOYEE RIGHTS

- 4.1 The Board agrees that every employee shall have the right to join any organization for the purpose of engaging in collective negotiations or to refrain from such activity.
- 4.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization.
The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization.
The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.
- 4.3 No employee shall be prohibited from wearing pins or other identification of membership in the Association.
- 4.4 Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment—or the salary or any increments pertaining thereto—then he shall be given prior written notice of the reasons for such meeting. He shall be entitled to be represented by the Association or have a person of his own choosing present to advise and represent him during such meeting or interview.
- 4.5 The employee shall maintain the exclusive right, and responsibility to determine marks and other evaluations of students within the marking policies of the Hoboken School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he

- is responsible. No mark or evaluation shall be changed without prior written notice to the employee.
- 4.6 a. Any question of a critical nature or criticism by a supervisor, administrator or board member of employees, as individuals, and their instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.
- b. Any question of a critical nature or criticism by a member of the bargaining unit of an administrator, supervisor or board member, as individuals, shall be made in confidence and not in the presence of students, parents or other public gatherings.
- 4.7 No employee shall be disciplined, reduced in rank, or suffer loss of compensation without just cause.

ARTICLE V

ASSOCIATION RIGHTS

- 5.1 Representatives of the Association shall be permitted to transact their business on school property at reasonable times, provided this shall not interfere with or interrupt normal school operations. Prior notification must be given to the school administrator.
- 5.2 Representatives of the Association shall be permitted to use school buildings at reasonable after-school hours for meetings. Prior approval, in writing, of such meetings shall be obtained from the principal of the school through the office of the Superintendent. Such approval shall not be unduly withheld without written notification as to the reason(s) for the denial of the request. Denial thereof shall be subject to the Grievance Procedure.
- 5.3 The Association shall have the right to use school mailboxes for distribution of material. The principal shall be notified prior to the distribution of such material. The principal and superintendent shall receive copies of all material distributed, but approval is not necessary. The Association may also have use of the School e-mail system subject to the same standards as the mailboxes and consistent with the District's acceptable use policy.
- 5.4 The Association shall have the exclusive right to post notices in the building.
- 5.5 The Association shall have its own bulletin board in each school for the posting of its material and the board shall be placed wherever possible in the teachers' lounge.
- 5.6 The Board agrees to make available to the Association all public information and, in addition, shall make available the names and addresses of all members of the bargaining unit to the Association President.
- 5.7 Whenever any employee representative of the Association or any employee is required by the Board and/or its agents to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

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- 5.8 Release Time for Association President
- a. The Association President shall be relieved of all duty assignments. The Association President's schedule shall be arranged to provide straight teaching periods in the morning.
 - b. All HEA officers shall be assigned to last period preparation, during which time they may leave their assigned buildings to conduct Association business.
- 5.9 The Board shall continue to provide the Association with reasonable space for the storage of the property and material of the Association. The Association shall not hold the Board responsible for the loss or damage to any Association property or material.
- 5.10 Exclusive Rights
- The rights and privileges of the Association and its representatives, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of teachers, clerks, secretaries, attendance officers, transportation personnel and Coordinator of Inventory, and to no other organization.
- 5.11 All aspects of the Workplace Democracy Enhancement Act not reflected in this Article shall be included in this Article.

ARTICLE VI

TEACHER FACILITIES

- 6.1 Listing of Facilities
- Each school shall have the following facilities:
- a. Space for each teacher within an instructional area in which he teaches to store his instructional materials and supplies; such space can be a file cabinet, closet or locker.
 - b. A serviceable desk and chair in each teaching area for the use of the teacher.
 - c. Well-lighted and clean teacher restrooms, separate for each sex and separate from the students' rest room.
 - d. Teachers' edition and course of study shall be provided for each teacher.
 - e. Chalkboard space in every classroom.
 - f. Adequate books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.
 - g. Adequately ventilated and lighted classrooms.
 - h. Teachers who are not assigned to a single classroom shall be provided a cart for transporting materials between classrooms.
- 6.2 The Board agrees to institute an answering service which would enable the teacher to call in his unavailability for work between the hours of 4:00 p.m. and 7:45 a.m.

- 6.3 The Board of Education shall reimburse any non-resident employee the cost of a Hoboken parking permit sufficient to allow parking on the resident side of the street until 6 pm and on the visitor side of the street at all times. Eligible employees must secure the permit and submit proof of payment to the Board for reimbursement according to a procedure to be developed in consultation with the Association.

ARTICLE VII

WORK YEAR - WORK DAY

- 7.1 The in-school work year shall consist of workdays as follows:
Three (3) in-service non-student days which will be the length of a regular school day. Up to two (2) of the in-service days shall be scheduled at the beginning of the school year. One (1) day shall have an agenda that includes the Superintendent's convocation, buildings and/or department meetings, Association meetings and teacher directed time. One (1) day shall have an agenda that includes professional development and/or in-service instruction and teacher directed time. One (1) in-service day shall be scheduled during the teacher work year. The agenda for the three (3) full day in-service days will be provided at least forty-eight (48) hours in advance, with the HEA providing input on the agenda for one of the days.
- 7.2 The school day shall end at 1:00 p.m. on days preceding the following holidays:
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|------------------|--------------|
| Thanksgiving Day | Easter |
| Christmas | Memorial Day |
- 7.3 Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. In those emergency situations when all children are dismissed from a given school (building) during the school day, all teachers will be subject to another assignment provided that the time put in by the students was sufficient to count as a school day. If the time put in by the students was not sufficient, then the teachers shall not be assigned elsewhere but will be dismissed for the day. The Board will consider delayed openings whenever possible.
- 7.4 The position of Social Worker Assigned to the SBYSP is a 12-month position.
- a. Social Workers Assigned to the SBYSP are not required to work on the days the schools are closed as per the Hoboken Public Schools District Calendar approved by the Board. In addition, they are entitled to 15 discretionary vacation days. Individual vacation schedules shall be approved by the Director of the SBYSP.
- 7.5 The Association shall have the right to submit its recommendations to the Superintendent, with a copy to the Board, no later than March 15, with respect to the school calendar for the following school year. The Board shall give full consideration to the recommendations in establishing the school calendar.
- 7.6 In the event that a teacher is assigned to curriculum writing assignments,

individual subject-specific training, or committee work between September 1st and June 30th, the first 10 hours will be compensated with creditable professional development hours. Curriculum writing assignments, individual subject-specific training, or committee work in excess of 10 hours between September 1st and June 30th or hours assigned between July 1st and August 31st shall be compensated at the hourly rate as per Schedule C. Curriculum writing assignments will be by committee. All committees will meet at times mutually agreeable to committee members. No employee shall be mandated to work on non-school days.

ARTICLE VIII

TEACHER HOURS AND TEACHING LOAD

- 8.1 a. The teacher workday for all schools will be a schedule to be finalized between the Association and the Superintendent with the following parameters:
Teacher Sign-in: 8:15 am;
Teacher Dismissal: 3:00 pm
All staff are guaranteed a one period duty-free lunch, one prep period, and one common planning period. If there are multiple common planning periods in a week, only one can be facilitated by the principal or administration, all others will be teacher directed.
- b. In the event of an emergency of short duration, i.e., snow, lack of heat, etc., the Superintendent, with prior notification to the President of the Association, may change the schedule. Shortened schedules will include all periods of the day rather than the elimination of periods. In the event of a permanent change, for whatever reason, from practice and policy, the parties shall meet and reach mutual agreement concerning such change. If the parties do not reach agreement, either party, on five (5) days notice to the other, may request arbitration.
- c. Teachers' work day may be required to begin teaching forty (40) minutes prior to the opening of school or to teach forty (40) minutes beyond the close of school. In either case, the total length of the work day as provided in 8.1a above shall not be increased. This flexible schedule shall be promulgated by the Superintendent.
- d. Upon the sixth (6th) lateness and all subsequent latenesses in any one work year, a loss of thirty dollars (\$30) shall be sustained by the employee.
- e. The beginning of period 5 shall be the time that delineates a half-day. That is, any employee who arrives prior to the beginning of period 5 shall be charged no more than half of a sick or personal day, as the circumstances dictate. Any employee who needs to leave after the beginning of period 5 shall not be charged more than half a day.
- 8.2 All preK-12 teachers will be assigned either: 1. Five (5) teaching periods, a duty-free lunch period, a common planning period, a prep period and a duty period or 2. Six (6) teaching periods, a duty-free lunch period, a prep period

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- and a common planning period.
- 8.3 All lunches will be scheduled during designated lunch periods. Designated lunch periods are periods four (4) to seven (7). All elementary teachers shall be granted one (1) preparation period per day and no less than a daily duty-free lunch period.
- 8.4 As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours or minutes. Teachers shall indicate their presence for duty by initialing in the appropriate column of the faculty "sign-in" roster.
- 8.5 The Administration can schedule up to ten (10) faculty meetings per year, for up to 45 minutes in duration. Such meeting shall commence within ten (10) minutes of the last students' dismissal. Two (2) weeks notification shall be given for such meetings. In the event of an emergency, this clause can be disregarded upon notification to the Association President.
- 8.6 First Parent Conference Day: Students will be dismissed at 1:00 pm on the day of the fall parent conferences. Pre-K to 8th grade teachers will take their scheduled lunch from 1:00 pm to 1:45 pm. Parent conferences will commence at 1:45 pm and conclude at 5:30 pm. In lieu of these conferences, Hoboken High School teachers will participate in a parent/community event of a duration equal in length to that of the Pre-K to 8th Grade parent conferences. This event may be held on the same day or at another mutually convenient time during the course of the same school year.
- 8.7 The workday for Social Workers Assigned to the SBYS is 8 am to 4 pm.
- a. Assistants to the Principal, Department Chairpersons, and Coordinators will report September 1st and work, through June 30th. Assistants to the Principal will also work four (4) weeks during the summer recess.
 - b. The work day for Assistants to the Principal, Department Chairpersons, and Coordinators will be from 8:00 am to 4:00 pm

ARTICLE IX

PROFESSIONAL DEVELOPMENT COMMITTEE

- 9.1
- a. A Professional Development Committee will be established as per state guidelines.
 - b. The committee will meet during school hours on a schedule to be established by the committee with the approval of the superintendent.
 - c. The committee's function and recommendations will be in accordance with the state guidelines.

ARTICLE X

SALARY PROVISIONS

- 10.1 Salary payments to ten (10) month employees shall be made as follows:
- a. Employees will be paid on the 15th and the 30th of each month. If

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- school is closed on a pay date, employees will be paid on the closest preceding workday. A summer savings plan will be made available.
- b. The Board shall deduct any monies owed it by personnel from the preceding school year in the September paycheck.
 - c. The pay calendar for the ensuing school year shall be submitted to the Board of Education for consideration by the Hoboken Education Association no later than July 15.
 - d. An employee may have the option of choosing direct deposit of employee paychecks at a bank of their choice.
 - e. All monies due to teachers for such things as perfect attendance, class coverage, etc. shall be mailed or directly deposited no later than July 15th.
- 10.2 In the event a teacher resigns from the Hoboken School System, written notice must be given to the Board at least sixty (60) days prior to the effective date of such resignation.
- 10.3 The Board shall give sixty (60) days notice to any teacher whose employment is being terminated.
- 10.4 A teacher resigning shall receive any monies due him by July 15th, based upon the salary schedule applicable at the time of resignation.
- 10.5 Rectification of any errors shall be given immediate attention and adjustments made within fifteen (15) days of the notification of error by the employee.
- 10.6 Upon receipt of evidence of completion (official transcript) of any program that allows a teacher to move from one level to another, the teacher shall be placed on the new level retroactive to the application dates of October 1, February 15, or June 30 of that school year, provided the approved course credit is completed prior to retroactive date. The application for placement on the new level must be made prior to the date on which the adjustment is to be made.
- 10.7 All checks are to be distributed by 11:30 a.m., if available.
- 10.8
- a. Any employee receiving additional monies over and above our salary guide should be placed on Schedules B and C (either Special Services or Athletic Program Salary Guides).
 - b. Special Education Teacher and Reading Specialist stipends from Schedule C shall continue to be paid to those teachers in the Hoboken School District who are actually receiving these stipends as of June 30, 1986. These teachers shall continue to receive these stipends provided they hold the respective positions. No new personnel shall be granted a stipend for either special education teaching or reading specialists. This includes employees yet to be hired in the district as well as other employees in the district who are currently employed by the Hoboken Board of Education but who are not receiving these stipends as of June 30, 1986.
 - c. Schedule B & C jobs are to be negotiated by a subcommittee with equal representation of the Board and the Association.
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- 10.9 Salaries for Social Workers assigned to the SBYSP do not follow the salary guide. These employees' current salaries shall remain in effect for the remainder of the 2011-12 contract year. The Board agrees to include a cost-of-living adjustment in the future grant applications submitted to the New Jersey Department of Children and Families, provided that including such adjustments in the application does not require the Board to reduce or eliminate any services provided through the SBYSP grant. The Association and the grievant acknowledge and agree that if such adjustments cannot be made within the parameters of the grant funding, or are made but result in the application not being approved, the salaries shall remain the same and no additional funds will be required to be paid by the Board.

ARTICLE XI

TEACHER EMPLOYMENT

- 11.1 The Board agrees to hire only certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
- 11.2 Any teacher employed shall be on a full step of the salary guide and, following the completion of ninety (90) instructional days, shall be given full credit for one (1) year's service toward the next increment step the following year.
- 11.3 Non-tenured teachers shall be notified of their contract and salary status for the ensuing school year, in writing, by the Board of Education no later than May 15th or as per statute.

ARTICLE XII

TEACHING ASSIGNMENTS

- 12.1 Whenever possible, all teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than one (1) week prior to the closing of school, except in cases of emergency. In the event of emergency, said information shall be sent to the individual teacher during the summer at an address designated by him to the Superintendent.
- 12.2 The Superintendent shall assign all newly appointed personnel to their specific positions within their area of certification. The Superintendent shall give written notice of assignments to new teachers as soon as possible.
- 12.3 Teachers shall be assigned to teach in areas for which they hold a teaching certificate issued by the New Jersey State Board of Examiners.
- 12.4 Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable. Teachers required to travel shall be relieved of duty assignments on the day(s) travel is scheduled.

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- 12.5 Teachers who are directed to use their own automobiles in performance of duties shall be reimbursed by June 30 of each school year. Such reimbursement shall be the current IRS mileage reimbursement rate or the maximum rate permitted by the State Office of Management and Budget.
- 12.6 Involuntary transfers or reassignments will be made only after a meeting between employee and the Superintendent or Designee. At the meeting, the employees will be advised of the reason(s) for the transfer/reassignment.

ARTICLE XIII PROMOTIONS

- 13.1 All vacancies in permanent promotional positions as defined in Paragraph 13.2 of this Article shall be placed on the District's website, and posted on District bulletin boards where such notices are typically posted. Such postings shall set forth a description of and the qualifications for the vacant positions including salary, where possible, in the manner herein provided:
- a. When school is in session, a notice shall be posted in each school for ten (10) school days before date of final submission. A copy of said notice shall be given to the Association President forty-eight hours prior to posting.
 - b. Teachers who desire to apply for such vacancies shall submit their application in writing to the Superintendent or his designee within the time limit specified in the notice.
 - c. The Superintendent shall include summer postings on the district web site.
 - d. All postings from the end of school through July 15th shall be mailed to the seven (7) officers of the Association.
 - e. Any position which is created or which becomes available through vacancy must be simultaneously posted on the district web site together with outside notification or advertising.
- 13.2 Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility.
- 13.3 The Board of Education shall develop the criteria to be used for promotions.
- 13.4 Said criteria shall be included in all posting notices.
- 13.5 All applicants meeting the criteria will be interviewed for the position involved.
- 13.6 Notices required to be posted in this Article shall be posted on the bulletin board covered by this agreement in all schools.
- 13.7 Any person assigned by the Superintendent and approved by the Board to an acting position for three months or more shall be compensated at the rate of pay normally paid at his proper step in the existing salary guide for that position.
- 13.8 The Board agrees to receive written recommendations from the Association and give full consideration to such recommendations.

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- 13.9 The Board shall have the sole right of determining the qualifications and abilities of employees who apply. Nothing herein contained shall be construed as a direction that the Board must award the position to any employee who bids thereof.
- 13.10
- a. All Co-curricular and Extra-curricular position openings shall be posted in accordance with procedures set forth in Section 13.1.
 - b. If the procedure set forth in Section 13.1 above fails to produce a qualified applicant from within the District, the Board shall make every effort to employ a qualified out-of-district person who is the holder of an appropriate New Jersey teaching certificate.
 - c. The Board's determination that no out-of-district qualified person can be found shall be subject to challenge by the Association under the grievance procedure contained in this Agreement.
 - d. If, after having made every effort, the Board is unable to employ a qualified person in accordance with the procedures set forth in Paragraphs a, b, and c above, the Board may assign a qualified teaching staff member from within the District. In-district teachers shall not be involuntarily assigned to such positions for more than one (1) year. Any such involuntary assignment shall be made on the basis of reverse seniority among the pool of qualified personnel.
 - e. The salary and other terms and conditions of employment for any Co-curricular and Extra-curricular activities not employed currently set forth in Schedule B shall be subject to negotiations between the Board and the Association.

ARTICLE XIV

TEACHER EVALUATION

- 14.1 Formal evaluation of teachers shall be made utilizing the instrument and procedure adopted by the Hoboken Board of Education and reviewed by the Hoboken Education Association. No teacher shall be observed for the purpose of evaluation prior to October 1st of any academic year.
- 14.2 Each tenured teaching staff member shall be evaluated once each school year by appropriately certified administrators or supervisors against criteria which evolve logically from the instructional priorities and program objectives of each staff member's position as specified in the job description for his/her position.
- 14.3 The teacher being evaluated shall be given five (5) school days to provide comments before signing the final evaluation. The evaluation shall be placed in the personnel file and such signature shall in no way indicate agreement with the contents thereof.
- 14.4 Non-tenured teachers shall be subjected to three (3) evaluations as required by law. Each evaluation shall be followed by a conference between the administrative-supervisory staff member who has made the evaluation and

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- the non-tenured teaching staff member.
- 14.5 Teachers will receive a notification of one (1) week prior to an evaluation. An unsatisfactory evaluation will result in a re-evaluation.
- 14.6 Nothing in this Article prohibits the Administration from observing teachers as frequently as the Administration deems necessary, or from implementing a new evaluation policy or forms, provided it complies with any bargaining obligations.

ARTICLE XV

SICK LEAVE AND INCENTIVE PLAN

Note: Parts of this section have been rewritten to clarify existing practice. No change to the current sick day or the value of terminal compensation was agreed to by the parties.

- 15.1 The scale for allowable absence shall be:
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|----|-----------------------------|------------------|
| a. | Employees hired before 1998 | 20 days per year |
| b. | 1 to 10 years of service | 10 days per year |
| c. | 11+ years of service | 12 days per year |
- 15.2 Each employee hired before 1998 shall be allowed twenty (20) days absence in one school year for the reason of personal illness. These employees may accumulate all their unused personal illness days to a maximum of fifteen (15) days per year. While there is an accumulation, there shall be no salary deduction for absence due to personal illness. Employees over twenty (20) years of service shall be paid for each unused sick day in excess of fifteen (15) at \$125 per day each day not used. (Example: Employee banks fifteen days and is paid for one to five of the remaining unused days). This payment is in addition to any perfect attendance payment achieved under Article 15.9.
- 15.3 Employees hired after 1998 may accumulate all their unused personal illness days. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.
- 15.4 The Superintendent of Schools may require medical certificates to accompany excuse blanks for each payroll period. The Board shall, upon application of a teacher who has exhausted his sick leave, accept and review requests in writing for extended leave due to severe personal illness. The application must be accompanied by the written statement of the personal physician of the teacher and said medical opinion must be verified by the Board physician. Having gathered all facts and medical opinions aforementioned, the Board shall review the application and, at its discretion, may grant the extended leave.
- 15.5
- a. A teacher who elects to retire under one of the plans of the N.J.T.P.A.F shall be granted the cash value for 50% of all unused accumulated personal illness days. The cash value shall be based upon 1/200 of the annual salary at the time of retirement for each unused personal illness day, after the 50% factor has been applied.

- b. Employee sick banks shall be frozen at their cash values on June 30, 1993. Effective July 1, 1993, retirees shall be paid for each day accumulated after that date of the rate of \$150 per day or the employee's per diem rate, whichever is lower, after the 50% factor has been applied. All days earned after July 1, 1993 shall be used prior to the employee's use of days banked prior to July 1, 1993 (last earned, first used).
 - c. For employees hired after 1998, the sick leave bank shall be capped at \$30,000.00. There is a five (5) year payout on all sick banks.
 - d. It is noted for clarity that P.L. 2010 Chapter 3 sets a maximum payout at retirement of \$15,000 for those employed after the effective date of the law, May 21, 2010. Should that law change, the maximum will revert to the values referenced above.
- 15.6
- a. A teacher, upon resignation with approval of the Board of Education, after ten (10) years of regularly appointed service, shall receive a lump-sum payment equivalent to one-half (1/2) of the then current substitute per diem pay for each unused day accumulated in his personal leave bank.
 - b. In the event of death before retirement, but after ten (10) years of service, the teacher's estate shall receive the value of the employee's sick bank as described in 15.5.
- 15.7 Teachers, on request, shall be furnished, in writing, by October 1st, of their total accumulated unused sick leave as of the prior June 30th.
- 15.8 Sick Leave
- In the event an employee exhausts accumulated sick leave as a result of extended illness, the Board of Education may, in its discretion, grant extended sick leave pursuant to N.J.S.A. 18A:30-6, providing persons granted such leave shall receive their daily salary less the pay of a substitute. Disputes concerning the granting or denial of leaves pursuant to this provision shall be submitted to the Commissioner of Education. (To be resolved by the Board of Education as official Board policy the following: RESOLVED: That it is the policy of the Hoboken Board of Education to employ a substitute teacher for each class whose regular teacher is absent for any reason.)
- 15.9 Any employee who has been in attendance on every scheduled school day between the period July 1 through January 31 shall receive a cash payment of two hundred dollars (\$200) payable on or about March 15. (Bereavement, personal and court days are excluded.)
- a. Any employee who has been in attendance on every scheduled school day between the period February 1 and June 30 shall receive a cash payment of two hundred dollars (\$200) payable on or about August 15. (Bereavement, personal and court days are excluded).
 - b. Any employee who has been in attendance on every scheduled school day between the period July 1 through June 30 shall receive an additional cash payment of one hundred dollars (\$100) payable on or about August 15.

ARTICLE XVI

TEMPORARY LEAVE

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

- a. Absence due to an injury arising out of or in the course of employment. However, the accident shall be promptly reported to the school nurse or building administrator. Absent employees may be visited by the school physician to certify as to the extent of the injury and to recommend to the Board the period of convalescence. During the course of absence, the employee may be required to visit the school physician when he/she is able to do so without impeding his/her recovery or aggravating his/her condition; i.e., when able to be up and about at home, to visit his/her own physician, etc. The purpose of these visits is to allow the school physician to evaluate and recertify as to the period of convalescence. When the employee and the Board's physicians disagree as to the term of convalescence, a third and binding opinion of a physician agreed to by the Board and the employee will be sought at the expense of the Board.
- b. One day for legal business of a personal nature when the employee is the subject of a court subpoena. This does not address Hoboken school related court appearances.
- c. Visits to other schools, workshops, conferences, for the purpose of observing different modes of instruction and discipline whenever the Superintendent directs or approves request for such visitation.
- d. Up to seven (7) consecutive calendar days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. Such days shall commence with the first absence, which shall be either the day of the death or the day immediately following the death. One day of leave (the day of the funeral) shall be granted for the death of an aunt or uncle. Special requests for attendance at a funeral outside the immediate family as defined may be made to the Superintendent for his consideration and approval. Special requests for absences due to serious illness of a member of the immediate family may be made to the Superintendent for his consideration and approval.
- e. Marriage of a teacher not to exceed four (4) days, which need not be consecutive. Prior notification to the Superintendent of not less than two (2) weeks is required.
- f. Three (3) personal days, not to be added to the start or end of a holiday or recess period, nor used consecutively. Any unused personal days will accumulate as sick leave, where allowable under law. When convenient, a teacher shall give prior notice to the Superintendent's office. Upon a teacher's return, documentation of personal days must be submitted on the Board approved form in accordance with the Board's absence recording procedure.

ARTICLE XVII

SABBATICAL LEAVE

- 17.1 Sabbatical leave is a plan of professional improvement designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to teachers for their professional advancement so that they may better serve the Hoboken School District
- The policy of granting sabbatical leaves of absence is established solely for the purpose of promoting more efficient conduct of the Hoboken Schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless, in their considered judgment, the professional competence of the staff and general efficiency of the school system will thereby be benefited.
- No more than six (6) such leaves will be granted to members of the bargaining unit at any one time.
- The best criterion for judging a particular leave of absence is whether it will contribute to the improvement of teaching service.
- 17.2 Applications for sabbatical leaves for ensuing years shall be made six (6) months prior to the date of requested leave. If approved, such leave shall officially begin at the beginning of either the first or second semester of the school year immediately following. Applications shall be made upon a form as may be mutually agreed on by the Association and the Superintendent and shall include a program to be followed by the teacher during the period of leave. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service.
- All applications shall be given consideration as for the reasonable and equitable distribution of approved sabbaticals among the different schools and departments of the Hoboken School System. Action must be taken on all sabbatical requests within ninety (90) days of the request having been submitted.
- 17.3 Any teacher who has completed seven (7) or more years of continuous satisfactory service in the Hoboken Public Schools will be eligible for a sabbatical leave of absence.
- 17.4 Salary during sabbatical leaves shall be one-half (1/2) of the scheduled salary which a teacher would have received had such leave not been granted. Teachers granted such leave, which shall be of either six (6) or twelve (12) months length, shall be required to contract to serve the Hoboken School Systems for double the length of the sabbatical leave after the expiration of said leave. Teachers returning from sabbatical leave shall be placed at the same step on the salary schedule that they would have attained had they not had a sabbatical leave.

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- 17.5 If a teacher fails to continue in service after a sabbatical leave of absence, such teacher shall repay to the Board of Education a sum of money equal to one-twenty-fourth (1/24) of salary received while on leave of absence for each month of the unperformed part of the service contract, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.
 - 17.6 The period of sabbatical leave shall count as regular service for the purpose of retirement planning, and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired and the Board shall continue all fringe benefits during the sabbatical period.
 - 17.7 Should the program being pursued by a teacher on a sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by certified letter within thirty (30) days of its occurrence.
 - 17.8 If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher an opportunity to be heard. Such termination shall be subject to the grievance procedure.

ARTICLE XVIII

EXTENDED LEAVE OF ABSENCE

- 18.1 Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.
- 18.2 Maternity/Child Rearing
 - a. Employees may apply to the Board for a maternity leave of absence without pay which shall be granted at any time. However, in other than emergency situations, reasonable notice shall be given to the Board in order for it to have sufficient time to obtain an adequate replacement. The Board may request a pregnant employee to produce a certificate from her physician certifying to the fact that the employee is medically capable of performing her function as an employee without reasonable risk or harm to herself or diminution in her ability to function. If the certificate is not produced within ten (10) days from the date of request or if the employee's physician fails to certify as herein before stated, then, and in that event, the employee may be required to commence her leave forthwith. Nothing

- herein shall preclude an employee from using sick leave for disability incurred as a result of pregnancy or complication arising therefrom.
- b. Maternity leave will consist of thirty (30) calendar days prior to the anticipated due date and thirty (30) days following delivery. During this period, accumulated paid sick leave may be used. In the event that the employee does not have adequate accumulated sick leave to take a paid leave during this period, leave may be taken under the provisions of the Federal Family Medical Leave Act without loss of health benefits.
 - c. Beyond the thirty (30) calendar day period following the birth of a child, an employee may be eligible for up to twelve (12) weeks of leave under the provisions of the New Jersey Family Leave Act without loss of health benefits and may apply for compensation as per the New Jersey Family Leave Insurance Act.
 - d. Following the leave outlined in b. and c. above, if requested, up to the balance of that contract year and one additional contract year shall be granted as child rearing leave without pay or benefits.
 - e. If an employee on a maternity/child rearing leave has another child prior to the scheduled return, up to one additional year can be requested and shall be granted. This is the only reason a third year of maternity-child rearing leave shall be granted.
 - f. If an employee is on a maternity/child rearing leave with a scheduled return date wishes to return early or extend that leave, she/he may do so by informing the Superintendent with notice of at least 60 calendar days, except in the case of an emergency. Any such extension shall not extend the total leave beyond the limits outlined in d. and e. above.
 - g. Should any teacher absent on maternity leave develop any illness or malady as a result of such pregnancy and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence not to exceed one (1) year, without pay, upon the recommendation of the Medical Director of the Board of Education and subject to the approval of the Board of Education until she has recovered from such illness.
 - h. Any teacher adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon his or her receiving de facto custody of said child or earlier, if necessary, to fulfill the requirements for the adoption.
- 18.3 The Board shall grant a leave of absence without pay to any teacher to campaign for or serve in a public office or to campaign for a candidate for a public office other than himself.
- 18.4 Other leaves of absence without pay may be granted by the Board for good reasons.
- a. A leave of absence without pay to teach in another school district shall be strictly limited to one year; personal and business leaves of

absence without pay shall be for one year; these leaves shall not be renewed for additional periods of time.

- 18.5 All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credit towards sabbatical eligibility, shall be restored upon his return. He shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. A teacher shall not receive increment credit for time spent on a leave granted pursuant to this article, nor shall time count toward the fulfillment of the time requirements for acquiring tenure.
- 18.6 All extensions or renewals of leaves shall be applied for in writing and granted in writing.
- 18.7 In order to be eligible for a salary increment, the person on approved leave shall have worked at least ninety (90) instructional days during the school year in which the leave was originally granted.

ARTICLE XIX

EVENING AND SUMMER SCHOOL

- 19.1 Evening and Summer School positions shall be posted in advance.
- 19.2 The Board of Education shall develop the criteria to be used for Evening and Summer School positions.
- 19.3 Said criteria shall be included in all posting notices.
- 19.4 All applicants meeting the criteria will be interviewed for the position involved.
- 19.5 Ultimate decision on the selection of these teachers shall remain with the Board of Education.
- 19.6 The list of persons selected for these positions shall be posted.
- 19.7 All of the provisions of this Agreement shall apply to teachers who are otherwise members of the bargaining unit holding positions in the accredited evening school, summer school, home teaching and/or under federal programs, except where clearly inapplicable.

ARTICLE XX

FEDERAL FUNDED PROGRAMS

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

ARTICLE XXI

SUBSTITUTES

- 21.1 No teacher will be required to cover a class or accept additional students, except in an emergency.
- 21.2 The Board agrees to pay the per day rate for substitute teachers with a teaching certificate and substitute teachers with a county substitute certificate, the per day rate in effect at the time.
- 21.3 The following procedure shall be followed in the case of absences on a non-emergency basis:
- a. When a teacher, by reason of absent colleagues, is required to cover a class or classes for an instructional period during his/her preparation period, said teacher shall receive twenty dollars (\$20) for each period covered. The assignment shall be made on a rotating basis.
 - b. If the preceding procedure is not possible, the class shall be divided in accordance with the following schedule:

NUMBER OF PUPILS	NUMBER OF TEACHERS
Up to 5 pupils	1
6 – 10 pupils	2
11 – 15 pupils	3
16 – 20 pupils	4
Over 20 pupils	5

Each teacher shall receive twenty dollars (\$20) for each day that said coverage is provided.

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

Class coverage money shall be paid no later than July 15th.

- 21.4 "Emergency" shall be defined to include: (1) a teacher leaving after the start of a school day; and (2) a teacher not advising school of intended absence before 7:45 a.m.

ARTICLE XXII

PERSONNEL FILES

- 22.1 Grievances filed by a teacher shall not be placed in the regular personnel file but are to be placed in a separate file to be maintained for this purpose.
- 22.2 Once every two (2) years, tenured teachers shall have the right to review their files and to indicate those documents and/or other materials in their files which they believe to be obsolete and/or inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in his judgment, they are in fact obsolete and inappropriate, they shall be destroyed.
- 22.3 No material derogatory to a teacher's conduct, service, character or person-

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

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 23.1 Cost of in-service courses or programs shall be borne by the Board.
- 23.2 On the two scheduled district wide Professional Development days, the Board will provide a minimum of nine (9) hours of creditable Professional Development. The District will provide an additional eight (8) hours of creditable Professional Development during the course of each academic year. This additional professional development will be provided during scheduled staff meetings, collaborative learning experiences, the institute day or within the school day. Any other mandatory in-service course or program must be scheduled within the school day.
- 23.3 The Professional Development Committee shall investigate study and make recommendations regarding the area of Professional Development and Educational Improvement in all its facets in accordance with Article 9.c. and state regulations.
- 23.4 The Board will set aside forty-five thousand nine hundred dollars (\$45,900) annually to be used solely for instructional tuition reimbursement. From this pool, tenured teachers shall be reimbursed by the Board for tuition associated with college courses which have been pre-approved by the Superintendent. Reimbursement will be made at the graduate or undergraduate New Jersey City University rate. Teachers must submit evidence of successful completion of all courses with a grade of B or higher and evidence of payment. No teacher will be reimbursed for more than two (2) courses in one school year (July 1 - June 30), and all money not utilized in any school year shall be added to the following year's annual reimbursement pool. Non-tenured teachers may apply for reimbursement in the same manner as outlined in this section, but will be reimbursed only in the event that the full amount of money is not utilized by tenured faculty by June 30 of any contract year. Tenured teachers will be reimbursed by the Board of Education only for tuition courses associated with a Certified Program, Master's Degree or Doctoral Degree in the content area in which the teacher is employed in the areas of improvement of teaching, educational leadership and administration or bilingual/bicultural/multicultural education. The Board of Education may approve upon recommendation by the Superintendent, reimbursement for

- coursework required for a new assignment or course needed to be taken at the collegiate level.
- 23.5 In the event of a specific District need and upon the request and approval of the Superintendent, a teacher may be eligible for tuition reimbursement to receive additional certifications. Such reimbursement will not deplete the reimbursement pool referenced in section 23.4 above.
- Notwithstanding the above, tuition reimbursement shall only be eligible for courses that satisfy N.J.S.A. 18A: 6-8.5.

ARTICLE XXIV

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

CORPORAL PUNISHMENT OF PUPILS

- 24.1 No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution, but any such person may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary:
- a. To quell a disturbance threatening physical injury to others;
 - b. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - c. For the purpose of self-defense; and
 - d. For the protection of persons or property; and such acts, or any of them shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution, by-law, ordinance or other act of authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

CAUSES FOR SUSPENSION OR EXPULSION OF PUPILS

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

SUSPENSION OF PUPILS BY PRINCIPAL

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

CONTINUATION OF SUSPENSION: REINSTATEMENT OF EXPULSION

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

ARTICLE XXV PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

- 25.1 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- 25.2 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate superior.
- 25.3 Such notification shall be immediately forwarded to the Superintendent, who shall respond to reasonable requests for information as permitted by law and shall act in appropriate ways as liaison between the teacher, the police and the courts.

ARTICLE XXVI PERSONAL AND ACADEMIC FREEDOM

- 26.1 The private and personal life of a teacher is not within the appropriate concern of the Board unless it affects his professional duties and performance in the classroom, subject only to accepted standards of moral, legal, ethical and educational responsibility.
- 26.2 Teachers shall be guaranteed full freedom in classroom presentation and discussions provided only that said material is relevant to the course content, which course content has been approved by the department chairman or the principal of the school, in accordance with the Board approved curriculum.
- 26.3 Teachers shall be entitled to full rights of citizenship, and no religion or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

ARTICLE XXVII COMPLAINT PROCEDURE

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

27.2 Right to Representation

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

27.3 Procedure

Step 1

When a complaint concerning a teacher is presented to the principal or teacher's superior by a parent, the principal or the teacher's immediate superior shall meet with the teacher and explain the nature of the complaint. If possible, an attempt will be made to resolve the matter at this point.

Step 2

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

Step 3

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

Step 4

Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties concerned, at the request of the complainant or the teacher, he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 5

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

Step 6

After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 7

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

ARTICLE XXVIII

EXCLUSIVE DEDUCTIONS

- 28.1 The Board agrees to deduct from the salaries of its teachers dues for the Hoboken Education Association, the Hudson County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJRA 52:14-15.9e), and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may be designated by the Hoboken Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- 28.2 The Board shall deduct eighty-five (85) percent of said Association dues for all certified and non-certified personnel who are not members of said Association.
- 28.3 Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 28.4 The Board agrees to deduct from teacher salaries money for insurance premiums of insurance sponsored by any of the professional associations set forth in Paragraph 29.1, so long as said teacher shall individually and voluntarily authorize the Board, in writing, to deduct such monies. The Board shall transmit the monies promptly to the designated agencies. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate associations. The Board shall notify the Association of the bank charges necessary to make deductions pursuant to this subsection and the Association shall pay all such charges directly to the bank.
- 28.5 Whenever possible, all money deducted from employees' paychecks for 403(b) or credit union purposes will be forwarded to the appropriate entity within two (2) business days of each pay date.

ARTICLE XXIX

MISCELLANEOUS

- 29.1 This agreement shall be interpreted under the laws of the State of New Jersey.
- 29.2 If any article or numbered paragraph of any article shall be deemed to be violative of the laws of the State of New Jersey, it shall be deemed null and void. However, all other articles and numbered paragraphs of any article shall continue in force and effect.
- 29.3 During the period of this agreement, there shall be no amendment, modi-

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- fication, or change of any provision unless in writing and with the mutual agreement of both parties.
- 29.4 All school buildings shall be supplied with mailboxes.
- 29.5 The Board and the Association agree that there shall be no discrimination in the practices, procedures and policies of the school system.
- 29.6 Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement to employees covered by this agreement as established by the written rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.
- 29.7 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- 29.8 Existing practices that have been changed as a result of negotiations for this agreement shall be null and void. However, those practices which were not specifically changed shall remain in full force and effect.
- 29.9 One thousand (1,000) copies of this agreement shall be printed at the joint expense of the Board and the Association, after agreement on format, no later than sixty (60) days after resolution of the Board. The agreement shall be presented to all the teachers now employed or hereafter employed. Approval as to form will be certified by the chief negotiators for the Board and the Association prior to the printing of the agreement.
- 29.10 Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by email or certified letter at the following addresses:
- If by Association, to the Secretary of the Board at his office and the Superintendent.
 - If by the Board, to the Association President c/o Wallace School 1100 Willow Avenue, Hoboken, New Jersey 07030.
- 29.11 The Board shall make available to each building and to the President of the Association a copy of its Policy Manual. Said manual shall be made accessible to all employees.

ARTICLE XXX

REPRESENTATION FEE

- 30.1 The Supreme Court, in Janus v. American Federation of State, County, and Municipal Employees, Council 31, Et Al., deemed the representation fee to be illegal, should the law change, and should the representation fee become legal again, this section will be re-incorporated into the Contract.

ARTICLE XXXI

INSURANCE BENEFITS

- a. The Board agrees to provide full family insurance coverage for all unit members at coverage levels equal to or better than the School Employees Health Benefits Plan as of July 1, 2012, including basic medical and hospitalization, major medical and prescription. Dental and optical coverage will continue at the current level.
- b. Effective July 1, 2016, the base health benefits plan shall be the NJ Direct 15 health benefit plan(s). Employees participating in the base plan(s) shall contribute an amount equal to the Tier 3 contribution levels for health and prescription coverage under Chapter 78. P.L. 2011. Regardless of premium increases, such contributions shall not exceed the dollar amount that would be contributed by an employee at the same salary on Tier 4 of the Chapter 78 schedule participating in the School Employee Health Benefits Plan using the 2016 NJ Direct15 SEHBP rates. The chart below shows contribution percentages and maximum amounts. In the event that the Board is unable to implement the reduction to Tier 3 in a timely manner, the difference between Tier 4 contributions and Tier 3 contributions will be returned to each eligible employee as a rebate. The Board agrees that it will implement the direct reduction of contributions no later than January 1, 2017. Employees who forego the base plan and elect to continue to participate in the NJ Direct 10 health benefit plan(s) shall also continue to contribute at the Tier 4 contribution levels for health and prescription coverage under Chapter 78. P.L. 2011.

NJDirect 15 Contribution Rates and Maximums							
Family				Single			
Income Minimum	Income Maximum	% of Premium	Not to Exceed	Income Minimum	Income Maximum	% of Premium	Not to Exceed
0	24999	2.25	\$940.79	0	19999	3.38	\$493.41
25000	29999	3	\$1,254.38	20000	24999	4.13	\$603.05
30000	34999	3.75	\$1,567.98	25000	29999	5.63	\$822.34
35000	39999	4.5	\$1,881.58	30000	34999	7.5	\$1,096.46
40000	44999	5.25	\$2,195.17	35000	39999	8.25	\$1,206.10
45000	49999	6.75	\$2,822.36	40000	44999	9	\$1,315.75
50000	54999	9	\$3,763.15	45000	49999	10.5	\$1,535.04
55000	59999	10.5	\$4,390.34	50000	54999	15	\$2,192.91
60000	64999	12.75	\$5,331.13	55000	59999	17.25	\$2,521.85
65000	69999	14.25	\$5,958.32	60000	64999	20.25	\$2,960.43
70000	74999	16.5	\$6,899.11	65000	69999	21.75	\$3,179.72
75000	79999	17.25	\$7,212.71	70000	74999	24	\$3,508.66
80000	84999	18	\$7,526.30	75000	79999	24.75	\$3,618.30
85000	89999	19.5	\$8,153.50	80000	84999	25.5	\$3,727.95
90000	94999	21	\$8,780.69	85000	89999	25.5	\$3,727.95
95000	99999	21.75	\$9,094.28	90000	94999	25.5	\$3,727.95
100000	104999	24	\$10,035.07	95000	over	26.25	\$3,837.60
105000	109999	24	\$10,035.07				
110000		26.25	\$10,975.86				

Member/Spouse			
Income Minimum	Income Maximum	% of Premium	Not to Exceed
0	24999	2.63	\$767.56
25000	29999	3.38	\$986.87
30000	34999	4.5	\$1,315.82
35000	39999	5.25	\$1,535.13
40000	44999	6	\$1,754.43
45000	49999	7.5	\$2,193.04
50000	54999	11.25	\$3,289.55
55000	59999	12.75	\$3,728.16
60000	64999	15.75	\$4,605.38
65000	69999	17.25	\$5,043.98
70000	74999	19.5	\$5,701.89
75000	79999	20.25	\$5,921.20
80000	84999	21	\$6,140.50
85000	89999	22.5	\$6,579.11
90000	94999	22.5	\$6,579.11
95000	99999	22.5	\$6,579.11
100000	over	26.25	\$7,675.63

Parent/Child			
Income Minimum	Income Maximum	% of Premium	Not to Exceed
0	24999	2.63	\$713.83
25000	29999	3.38	\$917.78
30000	34999	4.5	\$1,223.70
35000	39999	5.25	\$1,427.65
40000	44999	6	\$1,631.60
45000	49999	7.5	\$2,039.50
50000	54999	11.25	\$3,058.26
55000	59999	12.75	\$3,467.16
60000	64999	15.75	\$4,282.96
65000	69999	17.25	\$4,690.86
70000	74999	19.5	\$5,302.71
75000	79999	20.25	\$5,506.66
80000	84999	21	\$5,710.61
85000	89999	22.5	\$6,118.51
90000	94999	22.5	\$6,118.51
95000	99999	22.5	\$6,118.51
100000	over	26.25	\$7,138.26

- c. The Board will establish an IRS Section 125 Cafeteria Plan to allow employees to waive health coverage in return for a cash payment of \$4,000 annually (or the option of a \$4,000 Section 125 credit), as well as an additional \$1,000 annually (or the option of a \$1,000 Section 125 credit) to waive prescription coverage. Employees must opt for coverage waivers in writing annually prior to June 30th for the succeeding coverage year, and must submit proof of alternate coverage. Life altering events which result in loss of alternate coverage will allow employees to return to the Board plan with seamless coverage.

Domestic Partner Health Insurance

1. Domestic Partner Coverage

The Board of Education through its collective bargaining agreements shall make health insurance available to the domestic partners of employees. For the purpose of health insurance benefits, a Domestic Partner shall be defined as a person who:

- Shares the employee's permanent residence; and
- Has resided with the employee for no less than one (1) year; and
- Is no less than eighteen (18) years of age; and
- Is financially interdependent with the employee and has proven such interdependence by providing documentation of at least two (2) of the following ownerships:

Common ownership of real property or a common leasehold interest in such property; ownership of a motor vehicle; a joint bank account or a joint credit account; designation as a beneficiary for life insurance or retirement benefits or under your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is considered by the insurance carrier to be sufficient to establish financial interdependency under the circumstances

-
-
- e. of your particular case; and
Is not a blood relative any closer than would prohibit legal marriage; and
 - f. Has signed jointly a notarized Affidavit of Domestic Partnership.
In addition, the employee and the Domestic Partner will be considered to have met the terms of this definition as long as neither the employee nor the Domestic Partner:
 - g. Has signed an Affidavit of Domestic Partnership or declaration with any other person within twelve (12) months prior to designating each other as Domestic Partners hereunder; or
 - h. Is currently legally married to another person; or
 - i. Has any other Domestic Partner, spouse, or spouse equivalent.
2. The employee and the Domestic Partner must have registered as Domestic Partners as required by the State of New Jersey where applicable. Domestic Partners are eligible for health insurance membership only at open enrollment. An Affidavit of Domestic Partnership must be submitted to the Payroll Office at the time of application for health insurance benefits.
3. Definition of Family
Domestic Partner shall be treated the same as spouse in the definition of family for the purposes of the administration of sick leave, personal leave, extended leave, leaves of short duration and any other areas for which definition of family is a criteria.

ARTICLE XXXII

DURATION

- 32.1 The provisions of this agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2023. No salary increments, increases, column movement or longevity increases will be paid between the expiration date of this agreement and the ratification of its successor.
- 32.2 Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Salary Guides

Year 1 2020-21					
Step	BA	BA+30	MA/BA+60	MA+30	PHD
1	51931	54929	58406	60614	62822
2	52431	55429	58906	61114	63322
3	52931	55929	59406	61614	63822
4	53431	56429	59906	62114	64322
5	54431	57444	60939	63157	65376
6	56331	59329	62806	65014	67222
7	58931	61929	65406	67614	69822
8	64031	67029	70506	72714	74922
9	69331	72329	75806	78014	80222
9a	74731	77729	81206	83414	85622
10	80331	83329	86806	89014	91222
11	85931	88879	92297	94468	96639
12	91631	94620	98087	100288	102490

LONGEVITY:	15th Year	6,551	18th Yr.	10,360	20th Yr.	12,250
	25th Yr.	14,250	30th Yr.	15,450		

Year 2 2021-22					
Step	BA	BA+30	MA/BA+60	MA+30	PHD
1	52056	55054	58531	60739	62947
2	52556	55554	59031	61239	63447
3	53056	56054	59531	61739	63947
4	53556	56554	60031	62239	64447
5	54456	57469	60964	63182	65401
6	56431	59429	62906	65114	67322
7	58931	61929	65406	67614	69822
8	64031	67029	70506	72714	74922
9	69431	72429	75906	78114	80322
9a	74931	77929	81406	83614	85822
10	80531	83529	87006	89214	91422
11	86231	89179	92597	94768	96939
12	92131	95120	98587	100788	102990

LONGEVITY:	15th Year	6,551	18th Yr.	10,360	20th Yr.	12,250
	25th Yr.	14,250	30th Yr.	15,450		

Year 3 2022-23					
Step	BA	BA+30	MA/BA+60	MA+30	PHD
1	52056	55054	58531	60739	62947
2	52556	55554	59031	61239	63447
3	53056	56054	59531	61739	63947
4	53556	56554	60031	62239	64447
5	54456	57469	60964	63182	65401
6	56431	59429	62906	65114	67322
7	58931	61929	65406	67614	69822
8	64031	67029	70506	72714	74922
9	69431	72429	75906	78114	80322
9a	74931	77929	81406	83614	85822
10	80531	83529	87006	89214	91422
11	86231	89179	92597	94768	96939
12	92631	95620	99087	101288	103490

LONGEVITY:	15th Year	6,551	18th Yr.	10,360	20th Yr.	12,250
	25th Yr.	14,250	30th Yr.	15,450		

Certified Schedule B		2020-23
Head Coach Football	1	10492
Offensive Coordinator Football	1	6912
Defensive Coordinator Football	1	6912
Asst. Coach Football (B)	5	5208
Head Basketball (B)	1	8683
Asst. Basketball (B)	3	5208
Head Basketball (G)	1	8683
Asst. Basketball (G)	1	5208
Head Baseball	1	8683
Asst. Baseball	2	5208
Head Softball	1	8683
Asst. Softball	2	5208
Head Bowling (B/G)	1	5474
Asst. Bowling (B/G)	1	3421
Head Soccer(B)	1	6842
Asst. Soccer (B)	1	3801
Head Soccer(G)	1	6842
Asst. Soccer (G)	1	3801
Head Swimming (B)	1	5018
Asst. Swimming (B)	1	3421
Head Swimming (G)	1	5018
Asst. Swimming (G)	1	3421
Head Tennis (B)	1	5208
Asst. Tennis (B)	1	2600
Head Tennis (G)	1	5208
Asst. Tennis (G)	1	2600
Head Volleyball (G)	1	5702
Asst. Volleyball (G)	1	3118
Head Golf (B/G)	1	5208
Asst. Golf (B/G)	1	2524
Head Track (CC) (B/G)	1	4866
Asst. Track (CC) (B/G)	1	3193
Head Track (Indoor) (B/G)	1	4866
Asst. Track (Indoor) (B/G)	1	3193
Head Track (Outdoor) (B/G)	1	6311
Asst. Track (Outdoor) (B/G)	1	4866
Head Cheerleader (2 seasons)	1	6082
Asst. Cheerleader (2 seasons)	1	3041
Head Strutter (2 seasons)	1	6082
Asst. Strutter (2 seasons)	1	3041
Equipment Manager	1	4638
HS Band Director	1	6082
HS Choral Director	1	2965
Weight Trainer (per week)	1	230
Head Coach Olympics	1	4957
Asst. Special Olympics	2	2478
MS Intramural Activities	10	760
MS Band Director	1	2775
MS Chorus	1	2775
Fall Intramural Swimming Advisor - Jr. HS	1	761
Fall Intramural Volleyball Advisor - Jr. HS	1	761
Spring Intramural Swimming Advisor - Jr. HS	1	761
Fall Intramural Basketball Advisor - Jr. HS	1	761
Athletic Trainer (per hour)	1	39.24

<i>Certified Schedule C</i>	<i>2020-23</i>
<i>Hourly</i>	
Vacation (non-summer) &	
Weekend testing-related programs (hour)	49.62
Summer School/After School (hour)	42.70
Evening School (hour)	35.77
Evening School (Hoboken staff) (hour)	42.70
Morning non-instructional proctoring (hr)	34.62
AM Library Aides	34.62
PM Library Aides	42.70
After School Tutors	42.70
AM Breakfast Monitor	34.62
PM Lunch Monitor	34.62

Stipend	
CPO Pool	3801
Senior Class House Advisor**	2488
Junior Class House Advisor	2211
Sophomore Class House Advisor	1659
Freshman Class House Advisor	1383
High School Student Council Advisor	2903
High School Yearbook Advisor +	2764
Activity Fund Trustee +	3180
Student Activity Banker	691
High School Play/Musical (per show)	7919
Moderator of TV Studio	9138
Harvard Model Congress	2488
Mock Trial	2488
Debate Team	2488
Academic Bowl	1659
Model UN	1659
School Newspaper +	1659
African American Club Advisor - HS	967
Chess Club	967
Hispanic Cultural Club	967
French Club	967
Italian Club	967
Natural Helpers Advisor	967
Art Club Advisor	967
Drama Club Advisor	967
Math Club Advisor	967
Science/Environmental Club Advisor	967
National Honor Society	967
M.S. Yearbook Advisor +	1590
M.S. Student Council Advisor	1174
National Junior Honor Society	967
Literary Magazine Advisor	1660
School Newsletter Advisor	1611
Dance Team Advisor	968
Gay-Straight Alliance Club Advisor	968
Robotics Club Advisor	968

Stipend	
Ski Club Advisor	968
High School Band Club Advisor	968
Website Content Editor	2366
African American Club Advisor - Jr. HS	968
Fitness Club Advisor - Jr. HS	968
Sierra Club Advisor - Jr. HS	968
Sewing and Crafts Club Advisor - Jr. HS	968
Early Morning Chorus Advisor - Elem	2775
Art Club Advisor - Elem	968
School Newsletter Advisor - Elem	968
Elem Memory Book Advisor	1590
Book Club Advisor- Elem	968
Math Club Advisor - Elem	968
Robotics Club Advisor - Elem	968
Science Club Advisor - Elem	968
Spanish Cultural Club Advisor- Elem	968
African American Club Advisor - Elem	968
Peer Leadership Advisor- Elem	968

**This stipend is not paid to any teachers who came into the program after June 30, 1986*

***Continuity Bonus of \$1,000.00*

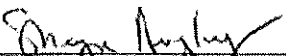
****If play is a musical, an additional \$1,000.00 for the Music Director
+ Stipend in addition to release time given in previous years.*

If any current positions are inadvertently left off this list, they will be subject to the same increase as listed positions.

<i>Schedule D – Stipended Positions</i>	<i>2020-23</i>
Guidance Counselors #	2405
Department Chairperson	7327
Learning Disability Consultant	4147
Social Worker**	4147
Speech Therapist	4147
Psychologist	4147
Coordinator	7327
Athletic Director	10368
Head Nurse	3732
Special Education*	1383
Reading Specialist*	1383
Dean of Students	4894
Substance Awareness Coordinator	7327
High School Disciplinarian	7602
<p>*This stipend is not paid to any teachers who came into the program after June 30, 1986 # This stipend is not paid to Guidance Counselors hired after July 1, 2008 ** Social Workers assigned to the SBYSP are not entitled to the Social Worker stipend</p>	

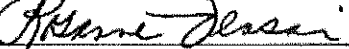
It is acknowledged by the parties signing this instrument that they are aware of the contents of this agreement and each and every page thereof, and, it is further understood and agreed that the provisions of this agreement shall be binding on the parties hereto, their legal representatives, assignees and/or successors.

For the Board of Education of the City of Hoboken, Hudson County, New Jersey:

By: , President

Witnessed 

For the Hoboken Education Association:

By: , President

Witnessed 

**HOBOKEN
BOARD OF EDUCATION**

and the

**HOBOKEN
EDUCATION ASSOCIATION
CLERKS/SECRETARIES
ATTENDANCE OFFICERS
INVENTORY COORDINATOR
COMPUTER TECHNICIANS**

July 1, 2020 through June 30, 2023

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ARTICLE I RECOGNITION

- 1.1 The Board hereby recognizes the Association as the sole representative for negotiation purposes of all non-certificated personnel as to terms and conditions of employment.
- 1.2 The term "non-certificated personnel" shall include all clerks/secretaries, attendance officers, and computer technicians whether under contract, on leave, employed or to be employed by the Board.
- 1.3 Hereinafter, all "non-certificated personnel" shall be referred to as "employee."

ARTICLE II MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

- 2.1 The Board and the Association will meet by November 1st prior to expiration of any agreement to establish rules of conduct for all meetings necessary to complete a successor agreement.
- 2.2 The Board and the Association agree no amendment or modification of this Agreement will be undertaken during the term of such Agreement except by written mutual consent.

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 The employees in this unit shall be entitled to the same grievance procedure outlined for certificated employees in Article III of the Certificated section of this agreement.

ARTICLE IV EMPLOYEE RIGHTS

- 4.1 The Board agrees that every employee shall have the right to join any organization for the purpose of engaging in collective negotiations or to refrain from such activity.
- 4.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization.
The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any

- employee organization.
- The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.
- 4.3 No employee shall be prohibited from wearing pins or other identification of membership in the Association.
- 4.4 Whenever any employee is required to appeal before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment-or the salary or any increments pertaining thereto-then he shall be given prior written notice of the reasons for such meeting. He shall be entitled to be represented by the Association or have a person of his own choosing present to advise and represent him during such meeting or interview.
- 4.5
- a. Any question of a critical nature or criticism by a supervisor, administrator or board member shall be made in confidence and not in the presence of students, parents or other public gatherings.
 - b. Any questions of a critical nature or criticism by a member of the bargaining unit of an administrator, supervisor or board member, as individuals, shall be made in confidence and not in the presence of students, parents or other public gatherings.
- 4.6 No employee shall be disciplined, reduced in rank, or suffer loss of compensation without just cause.

ARTICLE V

ASSOCIATION RIGHTS

- 5.1 Representatives of the Association shall be permitted to transact their business on school property at reasonable times, provided this shall not interfere with or interrupt normal school operations. Prior notification must be given to the school administrator.
- 5.2 Representatives of the Association shall be permitted to use school buildings at reasonable after-school hours for meetings. Prior approval, in writing, of such meetings shall be obtained from the principal of the school through the office of the Superintendent. Such approval shall not be unduly withheld without written notification as to the reason(s) for the denial of the request. Denial thereof shall be subject to the Grievance Procedure.
- 5.3 The Association shall have the right to use school mailboxes for distribution of material. The principal shall be notified prior to the distribution of such material. The principal and superintendent shall receive copies of all material distributed, but approval is not necessary. The Association may also have use of the School e-mail system subject to the same standards as the mailboxes and consistent with the District's acceptable use policy.
- 5.4 The Association shall have the exclusive right to post notices in the buildings.
- 5.5 The Association shall have its own bulletin board in each school for the post-

- ing of its material and the board shall be placed wherever possible in the teachers' lounge.
- 5.6 The Board agrees to make available to the Association all public information and, in addition, shall make available the names and addresses of all members of the bargaining unit to the Association President.
- 5.7 Whenever any employee representative of the Association or any employee is required by the Board and/or its agents to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- 5.8
- Release Time for Association President
- a. The Association President shall be relieved of all duty assignments. The Association President's schedule shall be arranged to provide straight teaching periods in the morning.
- b. All HEA officers shall be assigned to last period preparation, during which time they may leave their assigned buildings to conduct Association business.
- 5.9 The Board shall continue to provide the Association with reasonable space for the storage of the property and material of the Association. The Association shall not hold the Board responsible for the loss or damage to any Association property or material.
- 5.10
- Exclusive Rights
- The rights and privileges of the Association and its representatives, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of teachers, clerks, secretaries, attendance officers and transportation personnel, and to no other organization.

ARTICLE VI

SALARY AND HOURS OF WORK

- 6.1 The salaries of all present employees covered by this agreement shall be as per Schedules A and C attached hereto.
- a. The regular daily work schedule for twelve month employees shall be as follows:
Starting Time: 8:00 am
Ending Time: 4:00 pm
The regular work day and work week for attendance officers shall coincide with the teachers according to their assignments.
The regular daily work schedule for computer technicians shall be seven (7) consecutive hours, exclusive of lunch, to occur between the hours of 8:00 a.m. and 6:00 p.m.
- b. Summer hours shall commence on the day after the end of the teachers' school year and end on the day before the teacher orientation day.

Monday through Thursday

Starting Time: 8:30 am

Ending Time: 3:00 pm

Friday

Starting Time: 8:30 am

Ending Time: 1:00 pm

At the discretion of the Superintendent, Friday hours may be added to the summer Monday through Thursday hours, resulting in a four day week. A vacation day taken on one of these extended hour days will be deducted as one, and only one, vacation day.

- c. Upon the sixth (6th) lateness and all subsequent latenesses in any one work year, a loss of fifteen dollars (\$15) shall be sustained by the employee.
- 6.2 Overtime pay shall be at the rate of time and one-half the employee's regular salary and shall commence after forty hours of work during the week. Employees shall receive straight time for all hours worked between thirty-five and forty hours each week. When an employee is eligible for overtime compensation, said compensation must be made with payment as outlined in this section, rather than with compensatory release time.
- 6.3 Twelve month employees shall be paid in twenty-six (26) installments as per pay schedule. Ten month employees shall be paid in the same manner as teaching employees.
- 6.4 When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- 6.5 An employee may have the option of choosing direct deposit of employee paychecks at a bank of their choice.

ARTICLE VII**TRANSFERS AND REASSIGNMENTS**

- 7.1 An employee desiring a change in assignment shall make his request, in writing, to the Superintendent of Schools or the Secretary of the Board. Requests shall be granted subject to the judgment of the administration. First consideration shall be given to the individuals requesting transfers when positions become available.
- 7.2 Involuntary transfers will be made when, in the administration's judgment, conditions require them. The employee to be transferred shall be given consideration as to the available positions in the system. Seniority within the system shall be given consideration.
- 7.3 The appropriate administrator shall discuss the transfer with the employee and shall make the final assignment in writing.

ARTICLE VIII

VACANCIES AND NEW POSITIONS

- 8.1 All vacancies in promotional positions shall be placed on the District's website, and posted on District bulletin boards where such notices are typically posted. Such postings shall set forth a description of and the qualifications for the vacant positions including salary, where possible.
- 8.2 Notice of all vacancies of employees in the unit shall be given to the Association President after official Board action vacating a position or creating a new position within the school system. If the Board chooses not to fill the vacancy, the Association will also be notified.
- 8.3 Employees interested therein must submit a written application to the proper administrator within ten (10) work days in order to be considered for the vacancy.
- 8.4 The Board shall have the sole right of determining the qualifications and abilities of employees who apply. Nothing herein contained shall be construed as a direction that the Board must award the position to any employee who bids thereof.

ARTICLE IX

SICK LEAVE AND INCENTIVE PLAN

- 9.1 Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury.
- 9.2 Employees hired prior to June 30, 1998, shall be allowed fifteen (15) days sick leave per year, which shall be cumulative. Anyone hired after June 30, 1998, shall be allowed twelve (12) days sick leave per year, which shall be cumulative. Any days accrued prior to this contract shall remain as per records regularly maintained in the Superintendent's office. A medical certificate may be requested after four (4) consecutive days of absence.
- 9.3 By October 1st of each year, the Board shall notify each employee of his or her accumulated sick leave as of the prior September 1st.
- 9.4 In the event an employee exhausts accumulated sick leave as a result of an extended illness, the Board of Education may, in its discretion, grant extended sick leave pursuant to N.J.S.A. 18A:30-6, providing persons granted such leave shall receive their daily salary less the pay of a substitute. Disputes concerning the granting or denial of leaves pursuant to this provision shall be submitted to the Commissioner of Education.
- 9.5
 - a. Any employee who has been in attendance on every scheduled work day between the period July 1 through January 31 shall receive a cash payment of two hundred fifty dollars (\$250) payable on or about March 15. (Bereavement, personal and court days are excluded. For Administrative Clerks earned compensatory days utilized shall not count against perfect, attendance if 48 hours notification of usage is made to the Superintendent's Office.)

- b. Any employee who has been in attendance on every scheduled workday between the period February 1 through June 30 shall receive a cash payment of two hundred fifty dollars (\$250) payable on or about August 15. (Bereavement, personal and court days are excluded. For Administrative Clerks earned compensatory days utilized shall not count against perfect attendance if 48 hours notification of usage is made to the Superintendent's Office.)
 - c. Any employee who has been in attendance on every scheduled work day for the entire work year (July 1 through June 30) shall receive an additional cash payment of one hundred dollars (\$100).
- 9.6
- a. An employee who elects to retire under one of the plans of the P.E.R.S. shall be granted the cash value for 50% of all unused accumulated personal illness days. The cash value shall be based upon 1/240 of the annual salary of the time of retirement for each unused personal illness day, after the 50% factor has been applied. There is a five (5) year pay-out on all sick banks.
 - b. An employee, upon resignation with approval of the Board of Education, after ten (10) years of regularly appointed service, shall receive a lump-sum pay equivalent to one-half (1/2) of the current substitute per diem pay for each unused day accumulated in their personal leave bank. In the event of death before retirement, but after ten (10) years of service, the employee's estate shall receive a lump-sum payment, as described in 9.6.a. above.
 - c. Retirees must notify the Board of their retirement by January 1st for June 30th retirements in order to receive payment for accumulated leave upon retirement. Failure to provide notice by January 1st will cause payment to be deferred until July 1st of the following year.
- 9.7 A cap on the new hire sick bank is \$30,000.00.

ARTICLE X

OTHER LEAVE

- 10.1 Employees shall be entitled to the following temporary leaves of absence with full pay:
- a. Three (3) personal days, not to be added to the start or end of a holiday or recess period, nor used consecutively. When convenient, an employee shall give prior notice to the Superintendent's office. Upon a teacher's return, documentation of personal days must be submitted on the Board approved form in accordance with the Board's absence recording procedure. Any unused personal days shall accumulate as sick leave days where allowable under law.
 - b. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

- c. Up to seven (7) calendar days at any one time in the event of death of an employee's spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. Such days shall commence with the first absence, which shall be either the day of the death or the day immediately following the death. One day of leave (the day of the funeral) shall be granted for the death of an aunt or uncle. Special requests for attendance at a funeral outside the immediate family as defined may be made to the Superintendent for his consideration and approval. Special requests for absences due to serious illness of a member of the immediate family may be made to the Superintendent for his consideration and approval.
- d. Computer technicians will be allowed one (1) paid day each work year for the purpose of taking certification examinations, with prior notification and the approval of the administration.

10.2 Maternity-Child Rearing

- a. Employees may apply to the Board for a maternity leave of absence without pay which shall be granted at any time. However, in other than emergency situations, reasonable notice shall be given to the Board in order for it to have sufficient time to obtain an adequate replacement. The Board may request a pregnant employee to produce a certificate from her physician certifying to the fact that the employee is medically capable of performing her function as a employee without reasonable risk or harm to herself or diminution in her ability to function. If the certificate is not produced within ten (10) days from the date of request or if the employee's physician fails to certify as herein before stated, then, and in that event, the employee may be required to commence her leave forthwith. Nothing herein shall preclude a employee from using sick leave for disability incurred as a result of pregnancy or complication arising therefrom.
- b. Maternity leave will consist of thirty (30) days prior to the anticipated due date and thirty (30) days following delivery. During this period, accumulated paid sick leave may be used. In the event that the employee does not have adequate accumulated sick leave to take a paid leave during this period, leave may be taken under the provisions of the Federal Family Medical Leave Act without loss of health benefits.
- c. Beyond the thirty (30) day period following the birth of a child, an employee may be eligible for up to twelve (12) weeks of leave under the provisions of the New Jersey Family Leave Act without loss of health benefits and may apply for compensation as per the New Jersey Family Leave Insurance Act.
- d. Following the leave outlined in b. and c. above, if requested, up to the balance of that contract year and one additional contract year shall

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- be granted as leave without pay or benefits.
- e. If an employee on a maternity-child rearing leave has another child prior to the scheduled return, up to one additional year can be requested and shall be granted. This is the only reason a third year of maternity-child rearing leave shall be granted.
 - f. If an employee is on a maternity/child rearing leave with a scheduled return date wishes to return early or extend that leave, s/he may do so by informing the Superintendent with notice of at least 60 calendar days, except in the case of an emergency. Any such extension shall not extend the total leave beyond the limits outlined in d. and e. above.
 - g. Should any employee absent on maternity leave develop any illness or malady as a result of such pregnancy and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence not to exceed one (1) year, without pay, upon the recommendation of the Medical Director of the Board of Education and subject to the approval of the Board of Education until she has recovered from such illness.
 - h. Any employee adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon his or her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption.
- 10.3 **Illness in Family**
A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- 10.4 **Political**
a. The Board shall grant a leave of absence without pay to any employee to campaign for or serve in a public office, or to campaign for a candidate for a public office other than himself.
- 10.5 **Good Cause**
a. Marriage of a clerk/secretary not to exceed four (4) days, which need not be consecutive. Prior notification to the Superintendent of not less than two (2) weeks is required.
b. Other leaves of absence without pay may be granted by the Board for good reason.
- 10.6 **Return from Leave**
a. **Salary**
Upon return from leave granted pursuant to this article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.
b. **Benefits**
All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave,

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

c. Extensions and Renewals

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

ARTICLE XI INSURANCE PROTECTION

- 11.1 The Board shall provide to the employees in this unit the same insurance program as provided to Certificated employees in the Certificated section of this agreement.

ARTICLE XII VACATIONS

- 12.1 Effective with clerical employees hired after July 1, 2005, the following vacation schedule shall be in effect:

Years 1 through 3	3 weeks vacation
Year 4	4 weeks vacation
Over 4 years	5 weeks vacation

All clerical employees hired prior to July 1, 2005, shall continue to have five (5) weeks vacation.

The above vacation schedule shall be in effect for all computer technicians effective with the July-August 2006 vacation period.

- 12.2 Vacations shall be scheduled between the close of school in June and the beginning of school in September. Individual vacation schedules shall be approved by the appropriate administrator. Conflicting requests shall be resolved based on seniority.
- 12.3 Employees having less than one year of service shall receive vacation on a pro-rata basis. July 1 shall be the cut-off date to calculate time employed during the year.
- 12.4 "Time-off" given by the administration will not be construed as "time owed" to any person absent or on vacation.
Personnel absent or on vacation will not be entitled to this time, nor will it be construed as a past practice or policy.
- 12.5 Clerks with five weeks of vacation must use at least four (4) of those weeks between the close of school in June and the opening of school in September. The remaining days may be taken without notice as single days during the school year. Vacation days taken during the school year in blocks of two (2) or more days require advanced notice and the approval of the administration.

ARTICLE XIII

HOLIDAYS

- 13.1 Paid holidays shall be in accordance with the school calendar. Easter recess shall be as established by past practice.
- 13.2 The school day shall end at 1:00 p.m. on days preceding the following holidays: Thanksgiving Day, Christmas, Easter, Memorial Day and the observance of Independence Day.
- 13.3 Skeleton Crew Clause
Christmas Recess Closed - If any emergency occurs; only the Superintendent may call a skeleton crew to work.
- 13.4 The workday shall end at 1:00 p.m. on the day preceding the observance of Independence Day.

ARTICLE XIV

SENIORITY

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

ARTICLE XV

EMPLOYEE FACILITIES

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

ARTICLE XVI

DEDUCTIONS FROM SALARY

- 16.1 The Board agrees to deduct from the salaries of its employees covered under this agreement dues for the Hoboken Education Association, the Hudson County Education Association, the New Jersey Education Association and the National Education Association. Said deductions shall be made in compliance with Chapter 233, Public Laws of 1969, (N.J.S.A. 52:14-15.9e), and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Hoboken Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- 16.2 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.

- 16.3 The Board agrees to deduct from employees covered under this agreement money for insurance premiums of insurance sponsored by the Hoboken Education Association so long as said employee shall individually and voluntarily authorize the Board, in writing, to deduct such monies. The Board shall transmit the monies promptly to the designated agencies. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate associations. The Board shall notify the Association of the bank charges necessary to make deductions pursuant to this subsection and the Association shall pay all such charges directly to the bank.
- 16.4 Whenever possible, all money deducted from employees' paychecks for 403(b) or credit union purposes will be forwarded to the appropriate entity within two (2) business days of each pay date.

ARTICLE XVII

MISCELLANEOUS

- 17.1 If any provision of this agreement is held to be contrary to law, then such provision shall be null and void but all other provisions shall continue in full force and effect.
- 17.2 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.
- 17.3 One thousand (1,000) copies of this agreement shall be printed at the joint expense of the Board and the Association, after agreement on format, no later than sixty (60) days after resolution of the Board. The agreement shall be presented to all the employees now employed or hereafter employed. Approval as to form will be certified by the chief negotiators for the Board and the Association prior to the printing of the agreement.
- 17.4 Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by email or certified letter at the following addresses:
- a. If by Association, to the Secretary of the Board at his office and the Superintendent. 524 Park Avenue, Hoboken, New Jersey 07030.
 - b. If by the Board, to the Association President c/o Wallace School, 1100 Clinton Street, Hoboken, New Jersey 07030.

ARTICLE XVIII
REPRESENTATION FEE

- 18.1 Employees in this unit will be subject to the same representation fee structure outlined for certificated employees in Article XXX of the Certified section of this agreement.

ARTICLE XIX
PROFESSIONAL IMPROVEMENT

- 19.1 The Board will set aside ten thousand dollars (\$10,000) annually to be used solely for non-certified personnel reimbursement for workshops and job related coursework. From this pool, non-certified personnel shall be reimbursed for registration fees or tuition associated with workshops and/or college courses which have been preapproved by the Superintendent. All money not utilized in any contract year shall be added to the following year's annual reimbursement pool.
- 19.2 The Board in conjunction with the Association shall develop a procedure for pre-approval, submission of documentation and disbursement of funds.

ARTICLE XX
DURATION

- 20.1 The provisions of this agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2023, subject to the right of the Board and the Association to negotiate for a modification of this agreement as provided in Article 11 hereof.

Salary Guides

Clerk			
Step	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23
1	32706	33206	33706
2	32930	33430	33930
3	33156	33656	34156
4	33381	33881	34381
5	34200	34700	35200
6	35390	35890	36390
7	36447	36947	37447
8	37979	38479	38979
9	39953	40453	40953
10	42075	42575	43075
11	48168	48668	49168
12	56195	56695	57195

Payroll Clerk			
Step	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23
1	57615	58115	58615
2	58615	59115	59615
3	59615	60115	60615
4	60615	61115	61615
5	61615	62115	62615
6	62615	63115	63615
7	63615	64115	64615
8	64615	65115	65615
9	65615	66115	66615
10	66615	67115	67615
11	67615	68115	68615
12	72393	72893	73393

Longevity- Clerk, Payroll Clerk	
After 15 years	5,900
After 18 years	7,200
After 20 years	7,450
After 25 years	7,750
After 30 years	8,000

Network			
Step	2020-21	2021-22	2022-23
1	42006	42506	43006
2	43128	43628	44128
3	44250	44750	45250
4	45372	45872	46372
5	46494	46994	47494
6	47616	48116	48616
7	48738	49238	49738
8	49861	50361	50861
9	50982	51482	51982
10	52104	52604	53104
11	58163	58663	59163

MCSE			
Step	2020-21	2021-22	2022-23
1	44509	45009	45509
2	45628	46128	46628
3	46748	47248	47748
4	47867	48367	48867
5	48986	49486	49986
6	50106	50606	51106
7	51225	51725	52225
8	52346	52846	53346
9	53465	53965	54465
10	54584	55084	55584
11	60761	61261	61761

Computer Technicians			
Step	2020-21	2021-22	2022-23
1	33001	33501	34001
2	33226	33726	34226
3	33451	33951	34451
4	33675	34175	34675
5	33900	34400	34900
6	34125	34625	35125
7	35594	36094	36594
8	37156	37656	38156
9	38816	39316	39816
10	40579	41079	41579
11	47873	48373	48873

A+ Certified			
Step	2020-21	2021-22	2022-23
1	39503	40003	40503
2	40628	41128	41628
3	41753	42253	42753
4	42877	43377	43877
5	44001	44501	45001
6	45126	45626	46126
7	46251	46751	47251
8	47376	47876	48376
9	48500	49000	49500
10	49624	50124	50624
11	55563	56063	56563

Inventory Clerk			
Step	2020-21	2021-22	2022-23
1	47593	48093	48593
2	48722	49222	49722
3	49846	50346	50846
4	50971	51471	51971
5	52095	52595	53095
6	58564	59064	59564
7	46251	46751	47251
8	47376	47876	48376
9	48500	49000	49500
10	49624	50124	50624
11	55563	56063	56563

Computer Technician Classification Movement;

Movement to a higher classification will take place on July 1st or January 1st following the achievement of the appropriate certification. If tests are completed and passed prior to July or January, but certification is received after those dates, movement will be retroactive to July 1 or January 1.

Movement from a lower classification will be from the technician's step to the same step on the higher guide (January movement), or to the next step (July movement).

<i>Non-Certified Schedule C</i>	<i>2020-23</i>
Secretary to the HS Principal	8667
Computer Clerk (Phase I)	3436
Computer Clerk (Phase II)	6863
Purchasing Clerk (Senior)	6863
Purchasing Clerk (Junior)	5598
Food Program	5598
Chief Attendance Officer	5598
Additional Posted Positions (hour)	34.62

<i>Non-Certified Schedule C</i>	<i>2020-23</i>
Secretary to the HS Principal	8667
Computer Clerk (Phase I)	3436
Computer Clerk (Phase II)	6863
Purchasing Clerk (Senior)	6863
Purchasing Clerk (Junior)	5598
Food Program	5598
Chief Attendance Officer	5598
Additional Posted Positions (hour)	34.62
Coordinator of Transportation	7602
Bus Mechanic	3456
Safety Specialist	3046

*System Operator will work one additional hour per day, salary prorated.

It is acknowledged by the parties signing this instrument that they are aware of the contents of this agreement and each and every page thereof, and, it is further understood and agreed that the provisions of this agreement shall be binding on the parties hereto, their legal representatives, assignees and/or successors.

For the Board of Education of the City of Hoboken, Hudson County, New Jersey:

By:  President

Witnessed 

For the Hoboken Education Association:

By:  President

Witnessed 

**HOBOKEN
BOARD OF EDUCATION**

and the

**HOBOKEN EDUCATION
ASSOCIATION
TRANSPORTATION UNIT**

July 1, 2020 through June 30, 2023

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ARTICLE I RECOGNITION

- 1.1 The Board hereby recognizes the Association as the sole representative for negotiation purposes of all certified and non- certified personnel as to terms and conditions of employment.
- 1.2 The term "non-certified personnel" shall include all transportation personnel, whether under contract, on leave, employed or to be employed by the Board.
- 1.3 Hereinafter, all "non-certified personnel" shall be referred to as "employee."

ARTICLE II NEGOTIATIONS PROCEDURE

- 2.1 The Board and the Association will conduct all meetings over a successor agreement in accordance with the requirements of Chapter 123 of the Public Laws of 1974.
- 2.2 The Board and the Association will meet by November 1st prior to expiration of any agreement to establish rules of conduct for all meetings necessary to complete a successor agreement.
- 2.3 The Board and the Association agree no amendment or modification of this Agreement will be undertaken during the term of such existing Agreement except by written mutual agreement.

ARTICLE III GRIEVANCE PROCEDURE

- 3.1 The employees in this unit shall be entitled to the same grievance procedure outlined for certificated employees in Article III of the Certificated section of this agreement.

ARTICLE IV EMPLOYEE RIGHTS

- 4.1 The Board agrees that every employee shall have the right to join any organization for the purpose of engaging in collective negotiations or to refrain from such activity.
- 4.2 The Association agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization.
The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization.

- The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.
- 4.3 No employee shall be prohibited from wearing pins or other identification of membership in the Association.
- 4.4 Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment--or the salary or any increments pertaining thereto--then he shall be given prior written notice of the reasons for such meeting. He shall be entitled to be represented by the Association or have a person of his own choosing present to advise and represent him during such meeting or interview.
- 4.5
- a. Any question of a critical nature or criticism by a supervisor, administrator or board member shall be made in confidence and not in the presence of students, parents or other public gatherings.
 - b. Any questions of a critical nature or criticism by a member of the bargaining unit of an administrator, supervisor or board member, as individuals, shall be made in confidence and not in the presence of students, parents or other public gatherings.
- 4.6 No employee shall be disciplined, reduced in rank, or suffer loss of compensation without just cause.

ARTICLE V

ASSOCIATION RIGHTS

- 5.1 Representatives of the Association shall be permitted to transact their business on school property at reasonable times, provided this shall not interfere with or interrupt normal school operations. Prior notification must be given to the school administrator.
- 5.2 Representatives of the Association shall be permitted to use school buildings at reasonable after-school hours for meetings. Prior approval, in writing, of such meetings shall be obtained from the principal of the school through the office of the Superintendent. Such approval shall not be unduly withheld without, written notification as to the reason(s) for the denial of the request. Denial thereof shall be subject to the Grievance Procedure.
- 5.3 The Association shall have the right to use school mailboxes for distribution of material. The principal shall be notified prior to the distribution of such material. The principal and superintendent shall receive copies of all material distributed, but approval is not necessary. The Association may also have use of the School e-mail system subject to the same standards as the mailboxes and consistent with the District's acceptable use policy.
- 5.4 The Association shall have the exclusive right to post notices in the building.
- 5.5 The Association shall have its own bulletin board in each school for the posting of its material and the board shall be placed wherever possible in the employees' lounge.

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- 5.6 The Board agrees to make available to the Association all public information and, in addition, shall make available the names and addresses of all members of the bargaining unit to the Association President.
- 5.7 Whenever any employee representative of the Association or any employee is required by the Board and/or its agents to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- 5.8
- a. Release Time for Association President
The Association President shall be relieved of all duty assignments. The Association President's schedule shall be arranged to provide straight teaching periods in the morning.
 - b. All HEA officers shall be assigned to last period preparation, during which time they may leave their assigned buildings to conduct Association business.
- 5.9 The Board shall continue to provide the Association with reasonable space for the storage of the property and material of the Association. The Association shall not hold the Board responsible for the loss or damage to any Association property or material.
- 5.10 The Board shall deduct eighty-five (85) percent of said Association dues for all certified and non-certified personnel who are not members of the Association.
- 5.11 Exclusive Rights
The rights and privileges of the Association and its representatives, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of teachers, clerks, secretaries, attendance officers and transportation personnel, and to no other organization.

ARTICLE VI

SALARY AND HOURS OF WORK

- 6.1 The salaries and longevity for all present employees covered by this agreement shall be as per Schedule A attached hereto.
- 6.2 The regular work week shall be: Monday through Friday, forty (40) hours, commencing at 6:00 am-3:00 pm., 7:00 am-4:00 pm or 11:00 am-8:00 pm Included in these hours shall be one (1) hour for lunch. Said lunch shall be duty-free and without obligation to the Board.
Overtime for hours which exceed the regular number of hours per day shall be at the following rate:
- a. One and one-half (1-1/2) times the basic hourly rate for weekdays.
 - b. Two (2) times the basic hourly rate for holidays and weekends.
- 6.3 Drivers are twelve (12) month employees and shall be paid in twenty-six (26) installments.
- 6.4 When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive paychecks on the last previous working day.

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- 6.5 The period of time between the summer closing of Hoboken schools and the reopening of schools in September shall be designated as summer hours, and the workday for said time shall continue as in past summers.
 - 6.6 During the period of time designated as Easter Week and Christmas Week, when Hoboken schools are closed, the parties agree to implement a work schedule which conforms to past practice for this period of time.
 - 6.7 For any work performed on designated holidays, the employee shall be allowed compensable time at the rate of time and one-half of his regular pay.
 - 6.8 An employee may have the option of choosing direct deposit of employee paychecks at a bank of their choice.
 - 6.9 Upon the sixth (6th) lateness and all subsequent latenesses in any one work year, a loss of fifteen dollars (\$15) shall be sustained by the employee.

ARTICLE VII

TRANSFERS AND REASSIGNMENTS

- 7.1 An employee desiring a change in assignment shall make his request, in writing, to the Superintendent of Schools or the Secretary of the Board. Requests shall be granted subject to the judgment of the administration. First consideration shall be given to the individuals requesting transfers when positions become available.
- 7.2 Involuntary transfers will be made when, in the administration's judgment, conditions require them. The employee to be transferred shall be given consideration as to the available positions in the system. Seniority within the system shall be given consideration.
- 7.3 The appropriate administrator shall discuss the transfer with the employee and shall make the final assignment in writing.

ARTICLE VIII

VACANCIES AND NEW POSITIONS

- 8.1 Notice of all vacancies of employees in the unit shall be given to the Association President after official Board action vacating a position or creating a new position within the school system.
- 8.2 Employees interested therein must, submit a written application to the proper administrator within ten (10) work days in order to be considered for the vacancy.
- 8.3 The Board shall have the sole right of determining the qualifications and abilities of employees who apply. Nothing herein contained shall be construed as a direction that the Board must award the position to any employee who bids thereof.

ARTICLE IX

SICK LEAVE AND INCENTIVE PLAN

- 9.1 Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury.
- 9.2 All employees hired prior to June 30, 1998, shall be allowed fifteen (15) days sick leave per year, which shall be cumulative. Any days accrued prior to this contract shall remain as per records regularly maintained in the Superintendent's office. A medical certificate may be requested after four (4) consecutive days of absence.
- 9.3 By September 15th of each year, the Board shall notify each employee of his or her accumulated sick leave as of the prior September 1st.
- 9.4 In the event an employee exhausts accumulated sick leave as a result of an extended illness, the Board of Education may, in its discretion, grant extended sick leave pursuant to N.J.S.A. 18A:30-6, providing persons granted such leave shall receive their daily salary less the pay of a substitute. Disputes concerning the granting or denial of leaves pursuant to this provision shall be submitted to the Commissioner of Education.
- 9.5
- a. Any employee who has been in attendance on every scheduled workday between the period July 1 through January 31 shall receive a cash payment of two hundred fifty dollars (\$250) payable on or about March 15. (Bereavement, personal and court days are excluded.)
 - b. Any employee who has been in attendance on every scheduled workday between the period February 1 through June 30 shall receive a cash payment of two hundred fifty dollars (\$250) payable on or about August 15. (Bereavement, personal and court days are excluded.)
 - c. Any employee who has been in attendance on every scheduled workday between the period July 1 through June 30 shall receive an additional cash payment of one hundred dollars (\$100) on or about August 15. (Bereavement, personal and court days are excluded.)
- 9.6
- a. An employee who elects to retire under one of the plans of the P.E.R.S. shall be granted the cash value for 50% of all unused accumulated personal illness days. The cash value shall be based upon 1/240 of the annual salary of the time of retirement for each unused personal illness day, after the 50% factor has been applied. Payment shall be in one lump-sum payment in the final salary check issued in the retirement year.
 - b. An employee, upon resignation with approval of the Board of Education, after ten (10) years of regularly appointed service, shall receive a lump-sum pay equivalent to one-half (1/2) of the current substitute

- per diem pay for each unused day accumulated in their personal leave bank. In the event of death before retirement, but after ten (10) years of service, the employee's estate shall receive the lump-sum payment described in 9.6.
- c. Retirees must notify the Board of their retirement by January 1st for June 30th retirements in order to receive a lump-sum payment for accumulated leave upon retirement. Failure to provide notice by January 1st will cause lump-sum payment to be deferred until July 1st of the following year.
- 9.7 Anyone hired after June 30, 1998, the scale for allowable absence shall be twelve (12) sick days per year.
A cap on the new hire sick bank is \$30,000.00.

ARTICLE X OTHER LEAVE

- 10.1 Employees shall be entitled to the following temporary leaves of absence with full pay:
- a. Three (3) personal days, not be added to the start or end of a holiday or recess period, nor used consecutively. When convenient an employee should notify the Superintendent's office. Unused personal days shall accumulate as sick leave where allowable under law.
 - b. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is, required by law to attend.
 - c. Up to seven (7) calendar days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. Such days shall commence with the first absence, which shall be either the day of the death or the day immediately following the death. One day of leave (the day of the funeral) shall be granted for the death of an aunt or uncle. Special requests for attendance at a funeral outside the immediate family as defined may be made to the Superintendent for his consideration and approval. Special requests for absences due to serious illness of a member of the immediate family may be made to the Superintendent for his consideration and approval.
- 10.2 The Board shall grant a leave of absence without pay to any employee to campaign for or serve in a public office or to campaign for a candidate for a public office other than himself.
- 10.3 Other leaves of absence without pay may be granted by the Board for good reason.
- 10.4 All benefits to which an employee was entitled at the time his leave of absence commenced shall be restored to him upon his return, and he shall

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- be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position as per present policy.
- 10.5 All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XI INSURANCE PROTECTION

- 11.1 The Board shall provide to the employees covered by this agreement the same insurance program as provided to the teachers.

ARTICLE XII VACATIONS

- 12.1 Each employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of vacation period is outlined as follows:
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|-------------------|---------|
| Years 1 through 3 | 3 weeks |
| Year 4 | 4 weeks |
| Over 4 years | 5 weeks |
- 12.2 The vacation period shall be optional from July 1 to September 1. Whenever possible, seniority in the choice of vacations shall prevail. Requests for vacation time, other than the above, shall be at the discretion of the immediate superior.

ARTICLE XIII SENIORITY AND JOB SECURITY

- 13.1 An appointed employee shall lose all accumulated school district seniority only if he:
- a. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.
 - b. Is laid off for more than thirteen (13) consecutive calendar months.
- 13.2 In the event of a departmental or work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved.
- a. At least three (3) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an opportunity, to be exercised within said three (3) days, to fill such vacancy. In the event that vacancies in such classification exist in several work locations, he shall be

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- assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall be first assigned to the vacancies involved
- b. In the event that there is no such vacancy, then the laid-off employee shall, within said three-day period, be entitled to displace the appointed employee with the least seniority in the same classification in any other work location in the department, or, at his option, he may displace the appointed employee with the least seniority in a lesser classification, provided the displaced employee has less seniority than he and provided he is capable of performing the work with the same efficiency as the appointed employee whom he seeks to replace.
 - c. In the event of involuntary transfers to a lesser paying job, pay should be frozen until the appropriate step of the salary guide is reached but at no time shall such employee suffer a reduction in salary. In the event of a voluntary transfer to a lesser paying job, the lower pay scale will apply.
 - d. The department shall furnish to each such laid-off employee, before said three-day period, information as to work locations of the classifications and lesser classifications, the duties of which such employee is capable of performing as above, so that he shall be in a position promptly to exercise his rights under sub-paragraph b above.
 - e. Each appointed employee who is displaced shall similarly have three (3) days from the date of notice of his displacement to exercise his seniority rights as set forth in sub-paragraphs a and b above.
- 13.3 In the event that, within one (1) year from the date of his lay-off, a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his seniority.
- 13.4 Notice of recall shall be addressed to the employee's last address appearing on the records of the school district, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the director of the department involved, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within five (5) days from the date he receives the recall notice or within such period of time as set forth in a written extension of time signed by the director of the department or his designee. In the event he shall fail to so report for work, he shall forfeit all of his seniority and all rights to recall.
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- 13.5 Seniority shall not be accumulated during the period of lay-off. Upon recall, the appointed employee shall have his accumulated seniority to the date of the lay-off.
 - 13.6 Five (5) days notice of lay-off shall be given to appointed employees involved, except where the appointed employee with the least seniority is displaced under Section 4 thereof.
 - 13.7 An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance. In the event that no written grievance is filed within said time, the lay-off or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.
 - 13.8 All notices of examinations for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such examination notice shall be sent to the Association.

ARTICLE XIV

DEDUCTIONS FROM SALARY

- 14.1 The Board agrees to deduct from the salaries of its employees covered under this agreement dues for the Hoboken Education Association, the Hudson County Education Association, the New Jersey Education Association and the National Education Association. Said deductions shall be made in compliance with Chapter 233, Public Laws of 1969, (N.J.S.A. 52:14-15.9e), and under 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 Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Whenever possible, all money deducted from employees' paychecks for 403(b) or credit union purposes will be forwarded to the appropriate entity within two (2) business days of each pay date.
- 14.2 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.
- 14.3 The Board agrees to deduct from employees covered under this agreement money for insurance premiums of insurances sponsored by any of the professional associations set forth in paragraph 14.1, so long as said employee shall individually and voluntarily authorize the Board, in writing, to deduct such monies from his salary. The Board shall transmit the monies promptly to the designated agencies. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate associations. The Board shall notify the Association of the bank charges necessary to make deductions pursuant to this subsection and the Association shall pay all such charges directly to the bank.

ARTICLE XV

HOLIDAYS

- 15.1 All employees covered by this agreement shall receive following holidays:
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|--------------------------|------------------------|
| New Year's Day | Veterans' Day |
| Lincoln's Birthday | Thanksgiving Day |
| Washington's Birthday | Day after Thanksgiving |
| Columbus Day | Good Friday |
| Memorial Day | Christmas Day |
| Independence Day | Municipal Election |
| Labor Day | Martin Luther King Day |
| NJEA (2 Convention Days) | November Election Day |

ARTICLE XVI

MISCELLANEOUS

- 16.1 If any provision of this agreement is held to be contrary to law, then such provision shall be null and void, but all other provisions shall continue in full force and effect.
- 16.2 Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- 16.3 When not performing the duties of scheduled morning or afternoon student routes, drivers will be available to make deliveries, transport items, monitor entrances or perform other reasonable duties as required by the Hoboken Board of Education.
- 16.4 One thousand (1,000) copies of this agreement shall be printed at the joint expense of the Board and the Association, after agreement on format, no later than sixty (60) days after resolution of the Board. The agreement shall be presented to all employees now employed or hereafter employed. Approval as to form will be certified by the chief negotiators for the Board and the Association prior to the printing of the agreement.
- 16.5 Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by email or certified letter at the following addresses:
- If by Association, to the Secretary of the Board at his office and the Superintendent. 524 Park Avenue, Hoboken, New Jersey 07030.
 - If by the Board, to the Association President c/o Wallace School, 1100 Willow Avenue, Hoboken, New Jersey 07030.
- 16.6 Drivers shall follow the Hoboken School Calendar. When schools close for inclement weather, drivers shall not be required to report in.
- 16.7 Athletic runs shall be assigned through the Transportation Chief to the drivers by order of seniority. Said athletic runs shall be made at the rate of time

and one-half for regular weekly runs (i.e. after 4:00 pm.); at double time rate for weekend runs; and at double time and one-half for holiday runs.

ARTICLE XVII REPRESENTATION FEE

- 17.1 Employees in this unit will be subject to the same representation fee structure outlined for certificated employees in Article XXX of the Certified section of this agreement.

ARTICLE XVIII DURATION

- 18.1 The provisions of this agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2023, subject to the right of the Board and the Association to negotiate for a modification of this agreement as provided in Article II hereof.

Transportation Salary Guide			
Step	2020-21	2021-22	2022-23
1	40171	40671	41171
2	40396	40896	41396
3	40621	41121	41621
4	40846	41346	41846
5	41833	42333	42833
6	42923	43423	43923
7	44216	44716	45216
8	45545	46045	46545
9	46771	47271	47771
10	48167	48667	49167
11	49530	50030	50530
12	50939	51439	51939
13	52294	52794	53294
14	59030	59530	60030

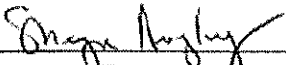
Longevity	Transportation
After 15 years	5,100
After 18 years	5,900
After 20 years	6,150
After 25 years	6,450
After 30 years	6,700

Transportation Schedule C	2020-23
Coordinator of Transportation	7602
Bus Mechanic	3456
Safety Specialist	3046

If any current positions are inadvertently left off this list, they will be subject to the same 3% increase as listed positions


It is acknowledged by the parties signing this instrument that they are aware of the contents of this agreement and each and every page thereof, and, it is further understood and agreed that the provisions of this agreement shall be binding on the parties hereto, their legal representatives, assignees and/or successors.

For the Board of Education of the City of Hoboken, Hudson County, New Jersey:

By: , President

Witnessed 

For the Hoboken Education Association:

By: , President

Witnessed 