

CONTRACT AGREEMENT

Between The

**STATE-OPERATED SCHOOL DISTRICT
OF THE CITY OF JERSEY CITY**

AND

**THE PARA PROFESSIONALS
ASSOCIATION
AN AFFILIATED BODY OF
THE JERSEY CITY EDUCATION
ASSOCIATION**

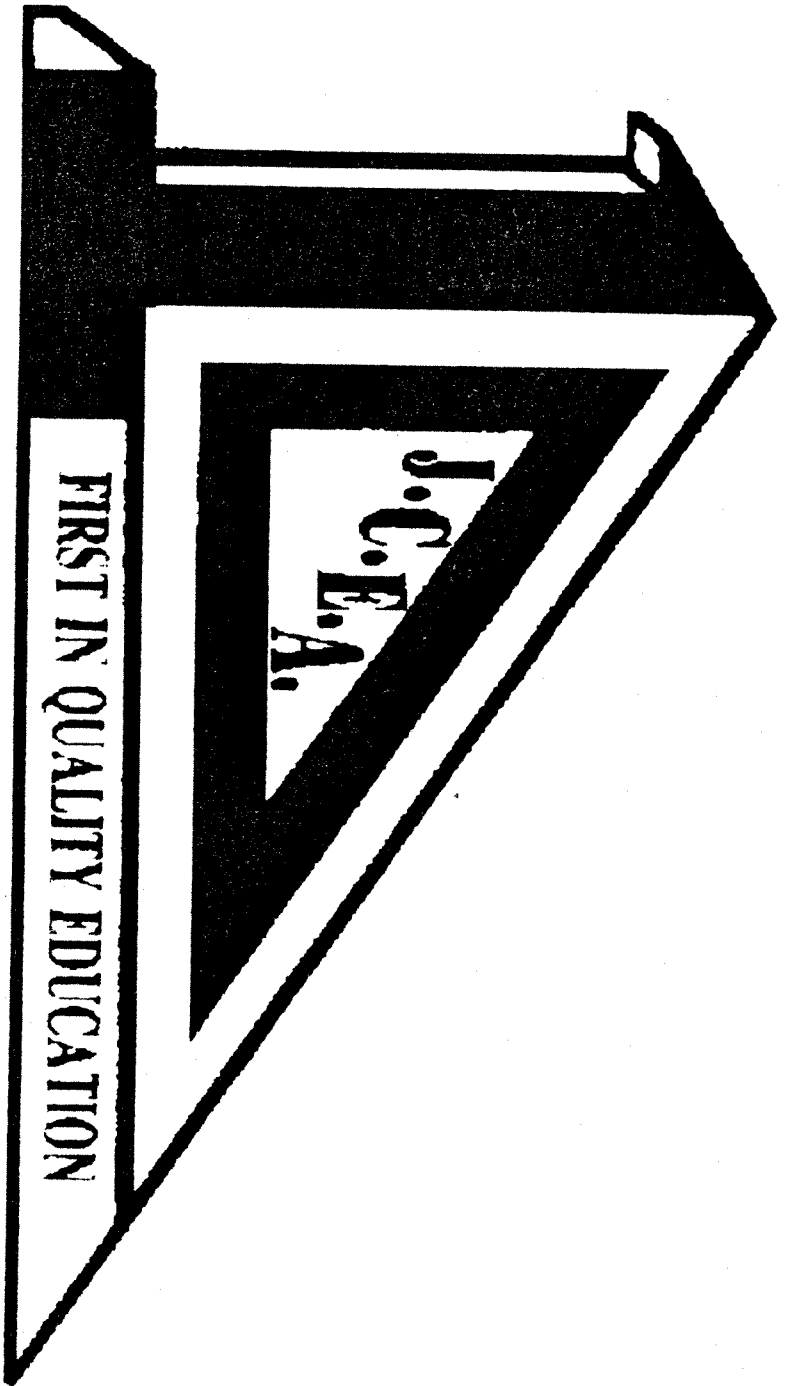
Covering The Period

SEPTEMBER 1, 2006

to

AUGUST 31, 2009

and extension year
September 1, 2005
to August 31, 2006



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PREAMBLE

The Agreement is made and entered into on this 24th day of May, 2005, by and between the State-Operated School District of the City of Jersey City, (hereinafter referred to as the "School District") and the JERSEY CITY PARA PROFESSIONALS ASSOCIATION, (hereinafter referred to as the "Association").

TABLE OF CONTENTS

Article I – Recognition	1
Article II - Deductions From Salary.....	2
Article III - Association Representatives	3
Article IV - School District Rights and Responsibilities	3
Article V - Individual Grievance Procedure.....	4
Article VI - Employee Rights	9
Article VII - Association Rights and Privileges	10
Article VIII - Number of Days and Hours of Employment	12
Article IX - Attendance Incentive Plan	13
Article X - Sick Leave	13
Article XI - Accumulated Sick Leave Incentive Plan	17
Article XII - Other Absence	18
Article XIII - Maternity Leave	19
Article XIV - Leave of Absence	20
Article XV - Other Leave	20
Article XVI - Discipline	22
Article XVII - Discharge	22
Article XVIII - Seniority	23
Article XIX - Safety and Health	23
Article XX - Equal Treatment	24
Article XXI - Bulletin Boards	24
Article XXII - Staff Meeting	24
Article XXIII - Requirements for an Aide	25
Article XXIV - Health Insurance	26
Article XXV - Salaries, Guides	28
Article XXVI - Payment of Salary Checks	30
Article XXVII - Miscellaneous	31
Article XXVIII - Tuition Reimbursement	32

ARTICLE I RECOGNITION

The State-Operated School District hereby recognizes the Jersey City Para Professionals Association as the exclusive and sole bargaining representative for the following titles:

Teacher Aides

Community Aides

Basic Skills Aides

Library Aides

Bilingual Aides

Teacher Aides – handicapped program

Preschool Aides

Teacher Aides/Community Aides

Senior Community Aides

Computer Lab Monitors

Coordinator of Volunteers

ARTICLE II DEDUCTIONS FROM SALARY

2-1 The School District agrees to deduct the monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1968, N.J.S.A. 52:14-15.9. The amounts to be deducted shall be certified by the Treasurer of the Association, and the aggregate deductions of employees shall be remitted together with an itemized statement, to the treasurer by the fifteenth (15th) of the following month, after such deductions are made.

2-2 If, during the life of the Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the School District written notice forty-five days prior to the effective date of such change. It is understood that the only obligation of the School District shall be as noted in this Article.

2-3 The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the State District Superintendent of the School District or his/her designee. The Association shall indemnify, defend and save the school district harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the School District in reliance upon the salary deductions authorization card submitted by the association to the School District.

2-4 The Association reserves the right and the School District has given to the Association the right to employ a representation fee or agency fee on all persons who are not members of the J.C.E.A.

ARTICLE III ASSOCIATION REPRESENTATIVES

The School District shall recognize and deal with those Association representatives and grievance committee members designated by the Association through its internal process in each Department and Division of Employment. Such Association representatives and grievance committee members are limited to one (1) for each grievance, unless otherwise noted in Article V. Grievance representatives shall suffer no loss of regular pay for authorized time spent in processing grievances.

ARTICLE IV SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES

The School District on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the Law and Constitution of the State of New Jersey and the United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with the Law.

**ARTICLE V
INDIVIDUAL
GRIEVANCE PROCEDURE**

5-1 To promote to the highest possible degree of harmonious employer/employee relations, it is essential that procedures to resolve grievances be established.

5-2 A grievance may be considered to exist when an employee believes that an administrative procedure or policy adversely affects his/her working conditions or his/her welfare or violates the terms of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.

5-3 In the wording of this statement of procedures, the term "employee" shall be taken to include all members of the bargaining unit.

5-3.1 Any aggrieved person may be represented at any stage of the grievance procedure by a representative selected or approved by the Association.

5-4 Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal.

5-4.1 STEP I: Any employee who has a grievance shall first advise his/her principal (or immediate superior or department head, if applicable) in writing of its existence. The writing shall indicate that Step I of the grievance procedure has been initiated. The principal shall meet with the employee within

three (3) school days in an attempt to resolve the grievance at this level. Within three (3) school days after the discussion, the principal (or immediate superior or department head, if applicable) shall orally make known his/her decision to the employee. Should discussion at this level result in an unsatisfactory resolution; the employee may present his/her grievance within five (5) calendar days to the Grievance Evaluation Team of the JCEA. The JCEA Grievance Evaluation Team will render a decision within seven (7) calendar days of receipt of the grievance. If the decision is that the grievance has no merit, the person involved will be so notified, in writing, by the chairperson of the JCEA Grievance Evaluation Team.

5-4.2 STEP II: If the decision of the JCEA Grievance Evaluation Team is that the grievance does have merit, it shall, within the 12-calendar day period referred to in STEP I above, present a written statement of its position on the matter to the Human Resources Department and to the aggrieved. This statement must include reference to the specific remedy sought by the grievant. The employee in further discussion of his/her grievance, may at this step, be accompanied and assisted by not more than two (2) representatives of the Association, designated by the JCEA Grievance Evaluation Team. The Human Resources Department shall hold a meeting upon request of the JCEA Grievance Evaluation Team and render a written decision within five (5) school days of receipt of the written statement from the JCEA Grievance Evaluation Team. The Human Resources Department's decision shall be prepared in triplicate; one (1) copy to the employee, one (1) copy to the JCEA Grievance Evaluation Team, and one (1) copy to the State District Superintendent.

5-4.3 STEP III: If the grievance is not resolved to the satisfaction of the JCEA at the level of STEP II, the JCEA may appeal within ten (10) calendar days, to the State District Superintendent and School District Counsel in a written statement, setting forth details and grounds on which the grievance is based and attaching all pertinent documents. The State District Superintendent and School District Counsel shall confer with the parties concerned, within four (4) calendar days. The State District Superintendent and School District Counsel shall then, within six (6) school days, render their decision. A written statement of this decision, and all supporting reasons shall be sent to the aggrieved, to the Human Resources Department and the JCEA Grievance Evaluation Team.

5-4.4 STEP IV: If the JCEA is not satisfied with the disposition of the grievance at STEP III, the JCEA shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be made not later than fifteen (15) school days after the disposition of the grievance at STEP III.

5-4.5 The arbitrator shall proceed with the hearing and submit a written decision in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to the School District and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of the Agreement. In addition, the arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The cost of arbitration shall be paid by the unsuccessful party.

5-5 An aggrieved employee shall institute action, under the provisions hereof within fifteen (15) school days following the occurrence.

5-5.1 An employee whose grievance has been deemed to be without merit by the JCEA Grievance Evaluation Team shall retain the right of written appeal to the State District Superintendent.

5-5.2 Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the School District.

5-5.3 In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.

5-5.4 Any of the time limits specified may be extended by mutual agreement.

5-5.5 In the event a grievance is brought up for consideration at the end of a school year, and if the principal (or immediate superior or department head, if applicable) is not available after the closing of school for procedures outlined in STEP II, the JCEA may proceed directly to STEP III, if the JCEA Grievance Evaluation Team contends that there is merit to the matter.

5-6 The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures, and contractual agreements, which relate to or affect the employee. They are not to be used for changing existing rules, policies, procedures and contractual agreements or for establishing new ones.

5-7 If, in the judgment of the JCEA Grievance Evaluation Team, a grievance affects a group or class of teacher aides, the Grievance Evaluation Team may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so. However, in the event the group or class is composed of grievants in more than one school, the grievance will start at Step II.

5-8 No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE VI EMPLOYEE RIGHTS

6-1 Pursuant to Chapter 123, Public Laws of 1974, the School District hereby agrees that every employee of the School District shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the School District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

6-2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

6-3 No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth or the applicable rules and regulations of the New Jersey Department of Personnel.

6-4 Whenever any teacher aide is required to appear before the State Superintendent or School District, or any committee or member thereof concerning any matter, which could adversely affect the continuation of that teacher aide in office, position or employment or the salary or any increments pertaining thereto, then that teacher aide shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher aide during such meeting or interview.

ARTICLE VII ASSOCIATION RIGHTS AND PRIVILEGES

7-1 The Association may be granted permission to use school buildings, at reasonable hours, for meetings. The usual procedure to obtain permission in accordance with the rules of the School District shall be followed.

7-2 The Association shall have the right to distribute materials dealing with the proper and legitimate business of the Association. The principal and/or his/her designee shall be notified prior to the distribution of such materials.

7-3 Two (2) employees to be selected by the Association shall be entitled to time off for attendance at Association conventions. The amount of time off for all employees shall not exceed a total of six (6) working days.

7-4 In the event there is no Association Representative in any work location an authorized Representative from another work location may be designated the authorized representative of the Association by a letter of authorization signed by the President of the Association to carry out all duties and responsibilities of the Association representative as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which he/she works during his/her working hours.

7-5 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 the employees, and to no other organizations.

7-6 Upon request, the President of the Association shall receive the names, addresses, and salaries of teacher aides as hired and shall also be notified of termination.

7-7 Upon request, the Association shall receive the most up-to-date list of names and work locations of each member of the bargaining unit.

7-8 The President of the PPA shall be given three (3) days off per week to attend to Association business (Mon., Wed., and Fri.).

7-9 The use of a restricted phone must be assigned for the use of the President of the Para Professionals Association.

**ARTICLE VIII
NUMBER OF DAYS AND HOURS OF
EMPLOYMENT**

8-1 WORK YEAR: Members of this bargaining unit shall work the same days as the teachers. Teacher aides shall be required to work one-hundred eighty-six (186) days.

All new teacher aides shall be required to work one hundred eighty-eight (188) days.

8-2 WORK DAY: Members of this bargaining unit shall work the same hours as the teachers. It is agreed that teacher aides shall report to and leave their assignments according to the following schedule:

High Schools	8:00 a.m. - 3:10 p.m.
Elementary Schools	8:00 a.m. - 2:55 p.m.
Twilight Program	12:35 p.m. – 7:45 pm.

Teacher aides have one 10 minute break in the morning and one 10 minute break in the afternoon scheduled by the classroom teacher at the teacher's discretion. Teacher aides shall not have a preparation period.

ARTICLE IX ATTENDANCE INCENTIVE PLAN

Any teacher aide who has no absences from September 1st to June 30th shall receive a \$500 bonus. The bonus will be split in two parts, \$250 each semester for teacher aides who achieve perfect attendance during the semester. The first semester is September to January 31st; the second, February 1st through June 30th. The only excused absences relative to this policy are: death in the immediate family, jury duty and an approved professional day.

ARTICLE X SICK LEAVE

10-1 Every teacher aide shall be credited with fourteen (14) days of cumulative sick leave annually to be in accord with N. J. Department of Personnel rules and regulations.

10-2 A teacher aide who has used the current personal illness leave days and cumulative personal illness leave account, upon request and the recommendation of the Human Resources Department and the approval of the State District Superintendent, may receive one (1) additional day for each year of service as regularly appointed teacher aide in the Jersey City Public Schools. These additional days shall be called "permissive personal illness leave" and shall not be cumulative, and shall not be granted more than twice, and only once in any given school year. Individual days of absence not requiring a leave of absence may not be applied against

permissive leave. If a teacher aide has not used his/her entire permissive leave in a school year, he/she may request the State District Superintendent, in writing, to apply the unused days within that school year (to June 30th), to new illness leave (five (5) days or more) if such is necessary, prior to expiration of that current school year.

10-3 The State District Superintendent, in his/her sole discretion, may approve absences beyond the accumulated personal illness leave and permissive personal leave. These extended leaves may only be granted in cases of long and extended illness, which is serious in nature. After reviewing the application for extended leave, the decision by the State District Superintendent shall not be subject to arbitration.

10-4 Requests for permissive leave and extended leaves should be submitted to the Department of Human Resources prior to the expiration of the employee's sick bank.

10-5 If approved under 10-3, a teacher aide who has served from one (1) to ten (10) years in the Jersey City School System may be allowed an absence beyond the accumulative personal illness leave and the permissive personal illness leave not greater than forty (40) days in any one school year during which period he/she shall forfeit one-half (1/2) per diem pay.

10-6 If approved under 10-3, a teacher aide who has served ten (10) or more years in the Jersey City School System may be allowed an absence beyond the accumulative personal illness leave and the permissive personal illness leave not greater than eighty (80) days in any one school year during which period he/she shall forfeit one-half (1/2) per diem pay.

10-7 To be eligible for benefits provided in Section 10-5 and 10-6 a teacher aide must meet the requirements of Section 10-2.

10-8 Salary payment shall be discontinued in case of absence in any one school year, which exceeds that enumerated in the preceding paragraphs.

10-9 Deductions for absence of teacher aides in the Jersey City School System on days when the schools are open for less than a normal full day session shall be computed on the basis of the actual number of hours lost by such teacher aides while school was in session.

10-10 ABSENCE BY REASON OF COURT ORDER – A teacher aide absent in compliance with a court order, subpoena or summons shall not suffer deduction in pay for such absence provided the court order, subpoena or summons arises out of the course of the teacher aide's employment with the District and further is not the result of any action by the District against the teacher aide, nor the result of any lawsuit brought by the teacher aide against the District. Provided further that a teacher aide shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of a teacher aide appearing as a witness to a felony in a criminal proceeding provided the teacher aide is not a defendant. Provided further the teacher aide shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of a teacher aide appearing as a witness in a civil proceeding in which the teacher aide is neither a plaintiff nor

defendant nor has any relationship, business, social, membership or family relationship with any party; provided also that the teacher aide has no interest, direct or indirect, in the outcome of the litigation. Provided further that said teacher aide is served with a summons, court order, or subpoena and evidence of such service is supplied to his/her principal or department head and the absence is approved by the State District Superintendent.

10-11 REPORT OF ABSENCE – A teacher aide who is absent from duty because of personal illness, death in the family, quarantine, or compliance with the requirements of a court order shall notify the principal as early as possible, and such notification shall be given in advance where possible. A teacher aide who is absent from duty for any other reason shall first secure permission from the State District Superintendent through the principal.

10-12 The teacher aide shall, in reporting absence for personal illness, communicate to the principal the probable duration of the illness.

10-13 The procedure to be followed for illness requiring leave of absence is as follows:

a. Teacher aides who are absent six (6) consecutive school days must submit a leave form. The leave form must be completed by a physician and the teacher aide and sent to the principal, department head or immediate supervisor by Certified Mail/Return Receipt Requested. The leave form must be received by the District within six (6) working days of the sixth consecutive day of absence. Leave forms shall be supplied to teacher aides at the beginning of each school year.

b. If completed illness leave of absence form is not received within twelve (12) working days period, then the principal, department head or immediate supervisor should send a certified letter indicating failure to comply.

c. If no response to the letter is received within five (5) working days, the teacher aide's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.

10-14 Employees who exhaust sick leave shall be entitled to a 60 day grace period for Board paid hospitalization after exhausting of sick leave provided that the employee had neither sold back sick days during the preceding ten (10) years and was in good standing at the time of exhaustion.

ARTICLE XI ACCUMULATED SICK LEAVE INCENTIVE PLAN

11-1 The teacher aide, upon resignation after four (4) years of regular appointed service or upon retirement shall receive a lump sum payment equivalent to one-half (1/2) of the current per diem pay for each unused day accumulated in his/her personal illness leave bank after July 1, 1978. In the event of death before retirement, the teacher aide's estate shall receive the lump sum payment described herein.

11-2 Any teacher aide who has at least one (1) year service shall have the option of trading in one-half (1/2) of those days that he/she has accumulated after September 1, 1979, at a rate equal to one-half (1/2) the prevailing current per diem pay.

ARTICLE XII OTHER ABSENCE

12-1 ABSENCE FOR DEATH IN FAMILY: In case of death of a parent, mother-in-law, father-in-law, brother, sister, husband, wife, child, stepchild, domestic partner or relative who is a member of the immediate household of a teacher aide, the teacher aide shall be excused without loss of pay or accumulated leave for death related absences taken within seven (7) calendar days of the date of death.

In case of the death of a stepmother, stepfather, grandchild, grandparent, sister-in-law (direct) or brother-in-law (direct), the teacher aide shall be excused three (3) days without loss of pay or accumulated leave for death related absences taken within five (5) calendar days of the date of death.

12-2 ABSENCE FOR DEATH OF RELATIVE: In case of the death of a relative not included in the above section, a teacher aide shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of "relative" in this section shall include the following: uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity, (first cousin only and not cousin's wife or husband), son-in-law, daughter-in-law.

12-3 ABSENCE BY REASON FOR QUARANTINE – Pursuant to N.J.S.A. 26:4-1 et seq. and in the event schools are closed as a result, or in the event a teacher aide is officially quarantined by action of State, County or City Health Office, no member of this bargaining unit shall suffer loss of pay, provided further that the State District Superintendent retains the right to schedule make-up days in the event of closing of any or all of the District's schools.

ARTICLE XIII MATERNITY LEAVE

13-1 LEAVE OF ABSENCE FOR MATERNITY – Any regularly appointed member of the Teacher-Aide staff who is pregnant shall file with the State District Superintendent, not later than three (3) months before the expected birth of the child, an application for maternity leave together with a physician's certificate setting forth the date of the expected birth. She shall be eligible, thirty (30) days hence, to receive upon request from the State District Superintendent, maternity leave, without pay, for two (2) calendar years and such additional time as will permit the leave of absence to terminate on the following August 31st.

13-2 Any teacher aide who may become pregnant during a leave of absence granted for prior pregnancy may apply for one (1) additional leave for maternity.

13-3 Upon request, an additional leave of one (1) year may be granted for childcare. This may not be renewed after expiration.

13-4 The State District Superintendent, for proper cause and upon application of the teacher aide, may terminate the leave prior to its proper date of termination.

13-5 Any teacher aide not regularly appointed who becomes pregnant shall so notify the State District Superintendent, in writing, not later than three (3) months before the expected birth of the child, and her service shall be terminated, forty-five (45) days hence, until her return to service may be approved by the Human Resources Department.

13-6 ILLNESS AS A RESULT OF PREGNANCY – Should any teacher aide absent on maternity leave, develop an 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 Human Resources Department or the School District and subject to the approval of the State District Superintendent, until she has recovered from such illness.

13-7 Any teacher aide adopting a child shall be eligible to receive leave similar to maternity leave, which shall commence upon his or her receiving de facto custody for adoption.

ARTICLE XIV LEAVE OF ABSENCE

Leave of absence without pay, not to exceed six (6) months, may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

ARTICLE XV OTHER LEAVE

15-1 All employees shall be entitled to three (3) personal business days per year without loss of pay. The personal business days shall not be cumulative. Unused personal business days shall be transferred to the sick leave bank and when transferred to the sick leave bank treated as sick days in all aspects, including the accumulated sick leave plan (see Article 11-2).

15-2 One who requests a personal business day shall submit his/her request on the form prescribed, to the Department Head in time to allow the request to reach the Office of the State District Superintendent three (3) days prior to the day of leave.

15-3 Except in the case of personal emergency, personal business leave days may not be taken on:

- a. The first or last week of the school year.
- b. The day before or after a school holiday.
- c. The day prior to or immediately following a vacation period within the school year.

15-4 Leave of Absence for study – a leave of absence for the purpose of study may be granted at the discretion of the State District Superintendent to any member of the teacher aide staff who has performed continuous and satisfactory service in the public schools of Jersey City for at least three (3) years.

15-5 A teacher aide to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

15-6 Teacher-Aides shall be granted one (1) Terminal Leave day for each year of service upon retiring.

ARTICLE XVI DISCIPLINE

16-1 Disciplinary action or measures shall include only the following:

- a. Written reprimand.
- b. Suspension (Notice to be given in writing).
- c. Discharge

16-2 Disciplinary action may be imposed upon an employee only for just cause. Any minor disciplinary action or measure imposed upon an employee shall be subject to the regular grievance procedure. Major discipline shall be subject to the applicable rules and regulations of the New Jersey Department of Personnel.

16-3 If the employer has reason to orally reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE XVII DISCHARGE

The District shall follow the applicable New Jersey Department of Personnel Rules and Regulations with respect to discharge.

ARTICLE XVIII SENIORITY

The District shall follow New Jersey Department of Personnel Rules and Regulations with respect to seniority.

ARTICLE XIX SAFETY AND HEALTH

Whenever practicable, the employer shall at times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices needed in order to assure their safety and health. The School District and the Association mutually agree that teacher aides shall not be required to work under unsafe or hazardous conditions. Any such conditions must be reported at once for correction to the Principal or other responsible authority.

The School District shall reimburse teacher aides for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher aide while the teacher aide was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE XX EQUAL TREATMENT

The School District agrees that there will be no discrimination or favoritism for reason of sex, age, nationality, race, religion, marital status, political affiliation, association membership, or association activities.

ARTICLE XXI BULLETIN BOARDS

Bulletin boards will be allowed by the employer at each of the work locations for the use of the Association for the purpose of posting Association announcements and other information of a non-controversial nature. The authorized representative of the Association shall be the sole person empowered to post materials on such boards.

ARTICLE XXII STAFF MEETING

22-1 Principals of individual schools or other duly authorized personnel shall establish a schedule in September for all teacher aide meetings during the school year, but the principal may thereafter modify the schedule as necessary. In the event that the schedule is modified, the teacher aides shall be notified at least two (2) days in advance of the rescheduled meeting date, except in emergencies; and in all instances, an agenda will be provided prior to the meeting.

22-2 The School District and the Association recognize that meetings requiring attendance of the teacher aides of a building after regular school hours may be called to conduct any professional activities which do not involve pupil contact.

22-3 All staff shall have eight (8) faculty meetings per school year, but no more than one (1) in any given month except in cases of emergency, and, normally, such meetings shall not exceed forty-five (45) minutes. If, in the judgment of the principal it is necessary to hold any additional meetings, the Association representative will be notified, under normal circumstances, two (2) days in advance and in all circumstances in advance. The building principal may exercise the flexibility to call meetings during the lunch period.

ARTICLE XXIII REQUIREMENTS FOR AN AIDE

23-1 If it is determined that either a special education or pre-kindergarten or kindergarten class requires, by law, the services of an aide due to enrollment numbers, the District has twenty-eight (28) days from September 15th to provide said aide.

23-2 The District will establish a pool of aides to provide the coverage outlined above as well as substitutes for absent aides.

ARTICLE XXIV HEALTH INSURANCE

24-1 The School District shall make available to teacher aides individual coverage under the New Jersey Public and School Employees Health Benefits Plan, including Rider "J".

24-2 The School District shall provide the health-care insurance protection designed below.

24-3 The School District shall pay full premium for each teacher aide and, in cases where appropriate, for family plan insurance coverage.

24-4 For each teacher aide who remains in the employ of the School District for the full year, the School District shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st, and ending August 31st. When necessary, premium on behalf of the teacher aides shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

24-5 Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the School District and the Association and shall include:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expense, and therapy treatments.

- d. Maternity costs.
- e. Surgical costs.
- f. Major medical coverage.

24-6 A complete family dental plan will be provided.

24-7 A prescription plan will be provided. The plan shall have a co-pay not to exceed seven dollars (\$7) except in the case of generic drug, which shall not exceed three dollars (\$3).

24-8 Family optical plan shall be provided by the School District.

24-9 A Flex Spending Plan will be available.

24-10 The School District shall provide to each teacher aide a description of the health-care coverage provided under this section which shall include a clear description of conditions and limits of coverage as listed above.

**ARTICLE XXV
SALARIES, GUIDES**

**TEACHER AIDES,
COMMUNITY AIDES, BASIC SKILLS AIDES,
BILINGUAL AIDES, LIBRARY AIDES
AND TEACHER AIDES/COMMUNITY AIDES**

	2005-06	2006-07	2007-08	2008-09
1	\$19,891	\$20,500	\$21,091	\$21,757
2	\$20,847	\$21,485	\$22,104	\$22,803
3	\$21,196	\$21,845	\$22,474	\$23,185
4	\$21,546	\$22,205	\$22,845	\$23,567
5	\$22,182	\$22,860	\$23,519	\$24,263
6	\$22,825	\$23,523	\$24,201	\$24,966
7	\$23,587	\$24,308	\$25,008	\$25,799
8	\$24,413	\$25,160	\$25,885	\$26,703
9	\$25,239	\$26,011	\$26,760	\$27,606
10	\$26,067	\$26,865	\$27,639	\$28,513
11	\$26,905	\$27,729	\$28,527	\$29,429
12	\$29,912	\$30,827	\$31,715	\$32,718

HANDICAP AIDES AND PRESCHOOL AIDES

	2005-06	2006-07	2007-08	2008-09
1	\$22,694	\$23,388	\$24,062	\$24,823
2	\$23,044	\$23,750	\$24,434	\$25,206
3	\$23,394	\$24,110	\$24,804	\$25,588
4	\$23,743	\$24,470	\$25,174	\$25,970
5	\$24,466	\$25,214	\$25,941	\$26,761
6	\$25,123	\$25,892	\$26,638	\$27,480
7	\$25,963	\$26,758	\$27,528	\$28,399
8	\$26,801	\$27,621	\$28,417	\$29,315
9	\$27,638	\$28,484	\$29,304	\$30,231
10	\$28,477	\$29,349	\$30,194	\$31,149
11	\$29,313	\$30,210	\$31,080	\$32,063
12	\$32,356	\$33,346	\$34,306	\$35,391

SENIOR COMMUNITY AIDES

	2005-06	2006-07	2007-08	2008-09
1	\$28,130	\$28,991	\$29,826	\$30,769
2	\$28,480	\$29,351	\$30,196	\$31,151
3	\$28,829	\$29,712	\$30,567	\$31,534
4	\$29,179	\$30,072	\$30,938	\$31,916
5	\$30,121	\$31,042	\$31,936	\$32,946
6	\$30,974	\$31,922	\$32,841	\$33,879
7	\$32,571	\$33,567	\$34,534	\$35,626
8	\$34,171	\$35,216	\$36,231	\$37,376
9	\$35,771	\$36,866	\$37,927	\$39,127
10	\$37,370	\$38,513	\$39,623	\$40,876
11	\$38,969	\$40,161	\$41,318	\$42,625
12	\$45,099	\$46,479	\$47,818	\$49,330

COMPUTER LAB MONITORS

	2005-06	2006-07	2007-08	2008-09
1	\$21,440	\$22,096	\$22,733	\$23,451
2	\$23,442	\$24,160	\$24,856	\$25,642
3	\$25,445	\$26,223	\$26,979	\$27,832
4	\$27,447	\$28,287	\$29,102	\$30,022
5	\$29,449	\$30,351	\$31,225	\$32,212
6	\$31,452	\$32,414	\$33,348	\$34,402
7	\$33,454	\$34,478	\$35,471	\$36,592
8	\$35,456	\$36,541	\$37,594	\$38,782
9	\$37,459	\$38,605	\$39,717	\$40,972
10	\$39,461	\$40,668	\$41,840	\$43,163
11	\$41,463	\$42,732	\$43,963	\$45,353
12	\$43,475	\$44,805	\$46,095	\$47,553

A. Teacher aides shall be paid thirteen dollars (\$13.00) per hour if they are assigned a lunch period.

B. The summer pay rate shall be thirteen dollars (\$13.00) per hour. The two-dollar (\$2) pay differential for Regional Day School shall continue throughout the life of the Agreement.

C. Library aides shall receive one (1) additional increment on their guide in recognition of passing the Civil Service Certification required for the library aides.

D. Teacher aides shall be granted longevity as follows: after ten (10) years \$350, after fifteen (15) years an additional \$550 and after twenty (20) years an additional \$600.

Teacher Aides hired before November 1st of the school year shall receive credit for that school year for longevity purposes. This credit shall not be applied retroactively.

B. Teacher aides hired for the Twilight Program shall receive a stipend of \$750.

ARTICLE XXVI PAYMENT OF SALARY CHECKS

A. Two salary checks every month for twelve (12) months.

B. Such checks are to be received by the teacher aide on the 1st and 16th. In the event the 1st or 16th falls on a weekend or non-school day such check shall be received by the teacher aide on the last school day prior to each weekend or non-school day.

C. Salary checks for all new employees shall be paid through direct deposit. Salary checks for all other employees shall be paid through direct deposit by September 1, 2008.

ARTICLE XXVII MISCELLANEOUS

A. The School District agrees that any statement in its rules and regulations which conflict with any of the provisions of its collective bargaining agreement with the Para Professional Association shall be modified to the extent necessary to conform with said collective bargaining agreement.

Any such statements altering the terms and conditions of employment of the employees covered by such Agreement shall not be implemented without negotiations with the Association.

B. The School District agrees to share the cost equally for the final printing of one thousand copies of this Agreement in booklet form. The School District will prepare the final Agreement format and select the printer.

C. In case of lay-offs, the applicable New Jersey Department of Personnel rules will prevail. Prior to the lay-off of any employee covered under the Agreement, the School District agrees to confer with the Executive Board to obtain its views on the proposed action.

D. Any provision of the Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing.

E. Upon return to local control, contract language will be modified to reflect the powers of the Board of Education and Superintendent where appropriate.

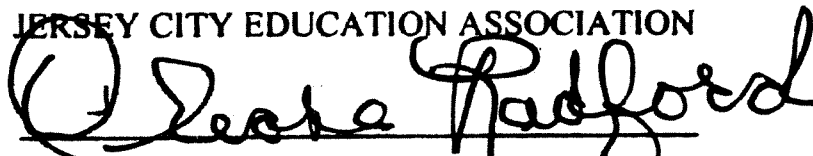
**ARTICLE XXVIII
TUITION REIMBURSEMENT**

The School District shall provide for tuition reimbursement for undergraduate courses not to exceed \$325.00 per course. One pool of funds shall be established in conjunction with the Educational Secretaries Association as set forth in the ESA contract.

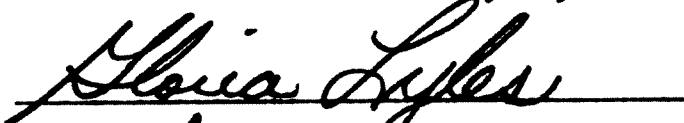
All other terms and provisions from the Jersey City Education Association Agreement regarding tuition reimbursement shall apply.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized officers this 1st day of November, 2006.

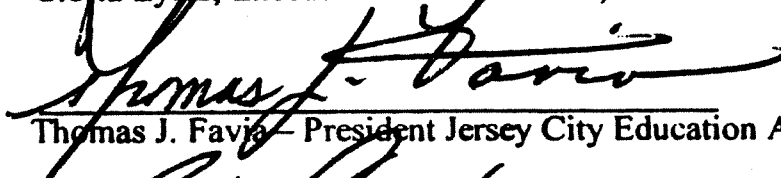
JERSEY CITY EDUCATION ASSOCIATION



Olease Radford – President Jersey City Para Professionals Association



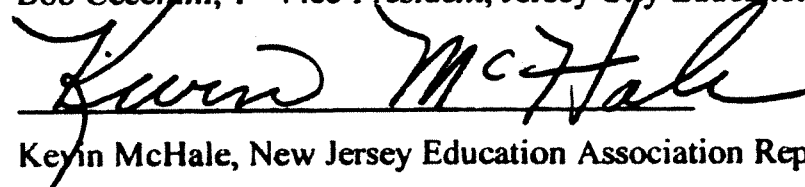
Gloria Lyles, Executive Board Member, Para Professionals Association



Thomas J. Favio – President Jersey City Education Association

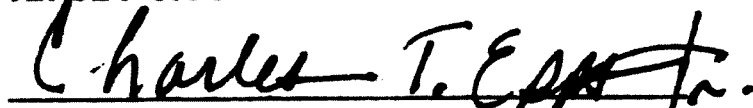


Bob Cecchini, 1st Vice-President, Jersey City Education Association



Kevin McHale, New Jersey Education Association Representative

STATE-OPERATED SCHOOL DISTRICT OF
JERSEY CITY



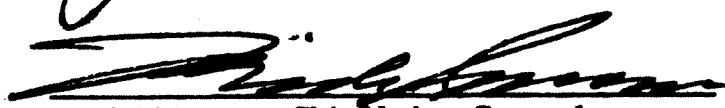
Dr. Charles T. Epps, Jr., State District Superintendent



Franklin Walker, Associate Superintendent



Joan Gilman, Business Administrator



Kenichi Iwama, Chief Labor Counsel