

# **AGREEMENT**

**between**

**THE UNION CITY  
BOARD OF EDUCATION**

**AND**

**THE UNION CITY  
EDUCATION ASSOCIATION,  
INC.  
INSTRUCTIONAL AND NON-  
INSTRUCTIONAL MEMBERS**

**covering the period**

**Sept. 1, 2003 to Aug. 31, 2008  
for Instructional,  
July 1, 2003 to June 30, 2008  
for Non-Instructional**

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2003-2008**

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**SUPERINTENDENT OF SCHOOLS**  
Stanley M. Sanger

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## **PREAMBLE**

This Agreement entered into this 1st day of September, 2003, by and between the Board of Education of the City of Union City, New Jersey, hereinafter called the "Board", and the Union City Education Association, Inc., hereinafter called the "Association".

### **Article 1**

## **PRINCIPLES**

**WITNESSETH: WHEREAS** the Board and the Association recognize and declare that providing a quality education for the students of the Union City School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the faculty, and

**WHEREAS** teachers should be professionally prepared, personally concerned and eager to cooperate in improving and introducing educational policies, programs and standards, and

**WHEREAS** the Board has an obligation, pursuant to N.J.S.A. 34:13A-5.3, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

**WHEREAS** the parties have reached certain understandings which they desire to confirm in this Agreement;

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

## **Article 2**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certified personnel under contract, on leave, employed or to be employed by the Board for the duration of this agreement, but excluding the Superintendent, Assistant Superintendent, Board Secretary, Business Administrator, Executive Directors, and all confidential employees.
- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.
- C. Unless otherwise indicated, the terms "he," "his," or "him" when used hereinafter in this Agreement shall refer to both male and female instructional staff members.

## **Article 3**

### **MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The Board agrees in accordance with N.J.S.A. 34:13A-5.3, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. The parties agree to enter collective negotiations over a successor agreement according to the timetable established by the Public Employment Relations Commission." Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiations, the Board and the Association, or their respective representatives, shall present relevant data, exchange

points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent and non-privileged records, data and information of the Union City School District, as provided in Article 6, Section A of this Agreement.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. During negotiations the party making the proposals shall submit such proposals in writing to the other party. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association agree to an extension of time. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

#### E. MEETINGS:

1. Representatives of the Board and the Association's negotiating committee shall meet as needed for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. The party requesting the meeting shall submit to the other, at least three (3) days prior to the meetings, an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

4. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.
5. Should a mutually acceptable amendment to this Agreement be agreed on by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. 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 employee benefit existing prior to its effective date.
- G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 2 of this Agreement with any organization other than the Association for the duration of this Agreement. The Board and the Association also agree that all negotiations be conducted in private and that confidentiality be maintained by both parties.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



## Article 4

### GRIEVANCE PROCEDURE

#### *A. Definitions*

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting teachers' terms and conditions of employment.
2. An "aggrieved person" is a teacher, teachers, or Association directly affected by a grievance.
3. 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.

#### *B. Purpose*

1. The purpose of this procedure is to secure at the lowest possible level, resolution of disputes concerning the rights of the parties. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his principal or immediate superior, and having the grievance adjusted without participation of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

#### *C. Procedure*

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Notwithstanding any provision to the contrary, written grievances shall be filed, whether by a teacher, teachers, or the Association, within forty-five (45) work days from the event grieved, or within forty-five (45) work days of the date the grievant knew or should have known of the basis for the grievance. If a written grievance is not filed as set forth herein, it is barred.

4. *Level One--Principal or Immediate Superior*

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, within thirty (30) work days of its occurrence, with the objective of resolving the matter informally. If, after such discussion, the matter is not resolved to the satisfaction of the teacher within five (5) work days, he shall present his complaint to the principal in writing on the form agreed to by the parties. The principal shall communicate his decision to the teacher in writing within (5) school days after receipt of the written complaint.

5. *Level Two--Superintendent*

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) work days after the written presentation of the grievance, he may file the grievance in writing with the Association within five (5)

work days after the decision at Level One or ten (10) work days after the grievance was first presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The appeal to the Superintendent shall be in writing and shall set forth the grounds upon which the grievance is based. The Superintendent shall meet with the aggrieved person within ten (10) work days of receipt of the appeal if the teacher so requests. The Superintendent shall render his decision within ten (10) work days after the conclusion of such conference or conferences or twenty (20) days after receipt of the written appeal, whichever is sooner. Such decision shall be in writing to the aggrieved person and the principal.

6. *Level Three--Board of Education*

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within twenty (20) work days after the grievance was delivered to the Superintendent, he may, within five (5) work days after a decision by the Superintendent or twenty-five (25) work days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board. Such request shall be submitted in writing with all related papers to the Superintendent who shall forward the request to the Board. Within thirty (30) work days after receiving the request, or at the next regularly scheduled Board meeting, the Board or a committee thereof shall review the grievance, and if requested by the Board, hold a hearing with the aggrieved party. The Board shall render its decision in writing to the Association within ten (10) work days after the hearing.

## *7. Level Four--Arbitration*

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered by the Board within the times set forth in paragraph C.6 he may, within five (5) work days, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person. If the Association determines that the grievance is not meritorious and should not be submitted to arbitration, the Association shall so notify the grievant(s) in writing and serve such notification upon the Board.

b. If the Association decides to submit the grievance to arbitration, the Association shall select one of the following two arbitration methods:

(1) Contract Arbitration (Pre-scheduled Dates) - The parties agree that James Mastriani (or another arbitrator mutually selected by the parties) shall be the Permanent Arbitrator for the duration of this Agreement. The arbitrator shall schedule three (3) dates (one each during the months of November, February, and May) for the purpose of hearing those cases which have been submitted to arbitration during the period of time since the last scheduled hearing. These hearings shall be held at a site to be mutually selected by the parties at 9:30 as of each arbitration date. The Association will be entitled to have present for these hearings its President and one other designee with no loss of pay or leave days. Individual grievants and/or witnesses may be present at these hearings without loss of pay or leave days. The arbitrator and the parties shall agree upon an expedited format for those cases heard during these hearings. The parties shall review the acceptability of the permanent arbitrator on an annual basis.

- (2) Contract Arbitration (Separate Hearing) -  
The permanent arbitrator named above may be contacted to schedule a mutually acceptable date for a full hearing on a case which, because of its complexity, number of witnesses required, or volume of evidence does not lend itself to the expedited format of the pre-scheduled hearing dates.
- c. In all cases the determination of the arbitrator shall be in writing and shall be binding on the parties, except in those cases involving policy determinations of the Board and for those matters for which an alternative statutory appeal is available.
  - d. The arbitrator shall have the right to frame issues when either party cannot agree on the issues, and he shall not issue awards which are in violation of law or public policy, nor shall he issue awards which are outside the scope of the grievance definition contained herein, or which may contradict, add or subtract from the terms of this Agreement, or which result in a decision which reverses the Board's substantive assessment of an employee's performance.
  - e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### *D. Rights of Teachers to Representation*

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present.

2. The parties in interest may call upon competent professional lay representatives and consultants, including members of the administrative and supervisory staffs, to attend meetings for which provision is herein above made and to participate in the discussions thereat.

#### *E. Miscellaneous*

1. If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
  2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reason thereof, and shall be transmitted promptly to all parties in interest and to the Association.
  3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
  4. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
  5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
- F. This procedure may be amended upon mutual agreement of the Board and the Association provided that any such amendment shall not apply to or affect any grievance which shall be pending at the time of the adoption of such amendment.

## Article 5

### TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1975, the Board and the Association hereby agree that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so. The Board and the Association undertake and agree that they shall not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975, or other laws of New Jersey or the Constitutions of New Jersey and the United States. The Board and the Association further agree that they shall not discriminate against any employee with respect to hours, wages or any other terms or conditions of employment by reason of membership or non-membership in the Association and its affiliates, participation or non-participation in any activities of the Association and its affiliates, collective negotiations or institution or failure to institute a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher or to the Board such rights they may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage 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.

- D. Whenever any teacher is requested to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher 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 or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending the certification of tenure charges shall be consistent with statute.
- E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings

## **Article 6**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certified personnel, agendas and open session minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs



on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. Regarding such requests for information: they shall be made by advance written notice to the Secretary of the Board; they shall not interfere with normal office procedures of the Board; no records shall leave the Board of Education offices; and, the expense of duplicating any data shall be borne by the Association.

- B. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss of pay.
- C. Representatives of the Association, the Hudson County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business in school buildings or on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that this shall not interfere with or interrupt normal school operations, provided that one (1) day's written notice be given to the Board Secretary and approval be obtained from him. The principal of the building in question shall be notified in advance of the time and place of all such meetings and permission shall not be unreasonably withheld.
- E. Upon reasonable notice and approval the Association shall have the right to use school facilities and equipment. The Association shall pay for the cost of all materials and supplies incident to such use, and damage to said equipment through negligent use.

- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be reasonably designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- G. The Association shall have the right to use the inter-school mail facilities and mail boxes.
- H.1. Upon written request, the Superintendent shall grant leave with pay to the President of the Association, or another officer designated by him, during his term of office, said combined leaves not to exceed ten (10) days, in a single school year. The purpose of such leave is to attend conferences and conventions of NEA, NJEA and HCEA and their affiliates, and other meetings important to UCEA business and educational gains for Union City. Additional leave may be granted at the discretion of the Superintendent, upon written request stating the reason for additional leave.
2. The Board shall grant leave with pay to any UCEA officer(s) or member(s) elected or appointed to serve NEA and/or NJEA in an official capacity, up to an aggregate of twenty (20) school days. Regardless of how many such individuals may be so elected or appointed, a maximum of twenty (20) school days is permitted for this purpose, such days to be allotted among those involved.
- I. The UCEA shall be invited to reasonably participate in all orientation programs for new teachers in September.

- J. 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 representation of the teachers and to no other organization.
- K. Officers of the Association and its various Committee members (not to exceed a total of nine (9)) shall be permitted to attend City Commission meetings, pertinent to school budget when said meetings are held during business hours. They shall be excused from their duties to attend said meeting and shall give two (2) days advance written notice to the Superintendent of Schools.
- L. The Association, through its President shall receive advance written notice for:
1. The Board of Education monthly public meetings, at least three (3) days in advance,
  2. Negotiation meetings of the Association and the Board, or between their respective representative, if the Board calls such meetings.
- M. The Board shall provide the Association, where in the Association President is employed, with adequate office space, desk and telephone at a location and of a description to be mutually agreed upon. The Board shall also install a phone in the room of the UCEA grievance chairperson.
- N. The Board and the Association agree to answer each other's written inquiries.
- O1. The Board shall grant Association release time as follows:
- 1.a. The UCEA President will attend to union business full-time. Full-time shall be defined as having no assigned duties during the school day.
  - 1.b. The Board will be reimbursed by the UCEA for one-half (1/2) of the Pres-

ident's annual twelve month salary. Said reimbursement will be made in two (2) equal installments paid to the Board on February 1st and June 1st of each salary year.

2. The UCEA Grievance Chairperson shall receive a daily schedule consisting of four (4) teaching and/or duty assignments scheduled consecutively starting with the first period of the day (i.e. four straight assignments), with the remainder of the day set aside for union business.
3. If the UCEA President or Grievance Chairperson is not a twelve-month employee, he/she will work and be paid as a twelve-month employee in accordance with Article 8.A. of the Instructional Section of the Collective Bargaining Agreement.
4. In the event the UCEA President's or Grievance Chairperson's union activities cause either of them to work in excess of the hours set forth in the Collective Bargaining Agreement, the Board shall not be responsible to compensate them for the excess time.

## **Article 7**

### **TEACHER WORK YEAR**

#### **A. IN-SCHOOL WORK YEAR**

- 1a. The in-school work year for all teachers employed on a ten (10) month basis shall total one hundred and eighty-three (183) days. One hundred and eighty (180) of these days shall be days when pupils are in attendance. The remaining three (3) days shall be used for staff orientation, workshops, or staff meetings.
- 1b. Workshops during the school year to be used for state mandated continuing education shall begin at 1:00 p.m. and end no later than 4:00 p.m. containing three (3) hours of professional development.

- (1) All elementary schools will work a shortened ten-period day, in which the class schedules will be exactly the same as a normal day, except that each period will be shortened. The school day for students will end at 12:45 p.m. Staff will take their normally scheduled lunch and preps, which will be the length of the shortened periods.
  - (2) Students will have instruction at the high schools from 8:00 a.m. to 12:00 p.m. High school teachers will have lunch from 12:00 p.m. until 1:00 p.m.
2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

## **B. SCHOOL CALENDAR**

1. A copy of the school calendar for the forthcoming school year shall be given to each teacher when he receives his final pay check in June and/or at the time of salary notification.
2. Teachers shall be notified in writing of any changes in the new school calendar made after the original copy is distributed in June.

## **Article 8**

### **TEACHER HOURS AND TEACHING LOAD**

- A. The school week shall be five (5) days and no longer than thirty-five (35) hours. Any teacher who is officially required to work beyond the regular in-school work year as defined in Article 7 of this Agreement shall be compensated at the rate of 1/200th of his annual salary per day, or proportional per hour.

#### ***B. Teacher Day***

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers

shall indicate their presence for duty by signing in and out in the appropriate column of the facility sign-in book.

- 2a. Teachers' total in-school workday shall consist of not more than seven (7) hours which shall include a dutyfree lunch period as provided in Section D of this Article.
- 2b. Principals and Assistant Principals shall be assigned to an eight-hour and fifteen-minute workday between 7:00 a.m. and 4:15 p.m. on a flex basis within each school. Such workdays shall not occur on scheduled one-session days.
3. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupil's school day.
4. Employees are expected to report for duty on time. Lateness should be avoided. The fifth lateness shall result in a written reminder by the school Principal or other site supervisor. Upon the sixth lateness and all subsequent latenesses, a loss of \$25.00 pay shall be sustained by the employee.
5. Although the "teacher day" defines only the period a teacher must spend in school, every teacher, regardless of their specified period, has the responsibility of assisting students when they require or request help; of conferring with parents about pupil progress; of consulting with colleagues, supervisors, or administrators on professional matters; and of seeking to improve professional competence and classroom skills. The teacher carries the responsibility of professional responsiveness throughout his working hours. The teacher has the responsibility of putting maximum effort into every teaching situation.

### *C. Teaching Load*

1. The maximum daily teaching load in the high school shall be six (6) teaching periods.

Assignment to a supervised study period shall not be considered a teaching period for the purpose of this Article.

2. Department Heads shall not be assigned more than four (4) student instruction-supervision periods each day and shall be excused from regular study hall duties and homeroom assignments. A student instruction supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.
3. Every teacher must be thoroughly prepared to provide a profitable lesson to every student, in every class, every day of the school year. A teacher is responsible for short-range and long-range planning, in appropriate units, about the content, sequence, and methodology for his subjects or grade. In our rapidly changing world every teacher is responsible for continuously evaluating the content, methodology and materials he uses. He has the obligation of adapting and improving them in his own classroom to his particular students and to his own style of teaching. Standardized lesson plans give little help to the substitute teacher. Therefore, every teacher is responsible for having full standby lessons, not necessarily the ones he would teach, ready for a substitute in the event of an absence, expected or unexpected.
4. Wherever practicable Junior and senior high school teachers shall not be required to teach more than two (2) subject areas nor more than a total of two (2) teaching preparations. Teachers who wish their schedules to contain two or less teaching preparations should so notify their department heads or appropriate administrators by May 15 in the preceding year. The Administration will attempt to accommodate all such requests. Exceptions will be discussed between the teacher involved, the administration, and the UCEA.

#### *D. Lunch Periods*

1. Teachers shall have a daily duty-free lunch period.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

#### *E. Meetings*

1. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. Starting with the 1993-94 school year there shall be 10 (ten) faculty or professional meetings per year. Such meetings shall be limited to one hour in duration.
2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday except in an emergency; or other day upon which teacher attendance is not required at school.
3. An Association representative may speak to the teachers during any meeting referred to in paragraph 1 above for at least five (5) minutes on the request of the representative.
4. The notice of, and agenda for, any meeting shall be given to the teacher involved prior to the meetings, subject to last minute changes. Teachers shall have the opportunity to suggest items for the agenda.

#### *F. Preparation Time*

1. The total elementary and middle school workday shall be seven (7) hours in length, from teacher sign-in to teacher sign-out. There shall be a minimum daily duty-free lunch of fifty (50) minutes included within the seven hours, as well as seven (7) preparation periods per week. Each preparation period shall be the full length of the period assigned, but in no case less than thirty-



seven (37) minutes. Loss of a scheduled preparation period shall be compensated at a rate of sixteen dollars (\$16) per period lost.

2. High school teachers shall, in addition to their lunch period, be assigned preparation time of at least five (5) class periods per week. Loss of a scheduled preparation period shall be compensated at a rate of sixteen dollars (\$16) per period lost.
3. During standardized testing schedules, teachers shall receive contractual preparation periods.
4. All school nurses (elementary and high school) shall receive a minimum of five (5) preparation periods per week.
5. In elementary schools which require collaborative planning as part of their whole school reform models, and where such planning is deemed necessary during teachers' scheduled preparation periods, it will occur no more than twenty (20) times in any one school year.

#### *G. Absences*

Regular teachers must call a telephone machine or answering service between 4:00 P.M. and 7:00 A.M. to report unavailability for work. Phone 348-5678.

For failure to call in, a \$25.00 fine shall result after the third and subsequent infractions in any given year.

#### *H. After School duty*

Principals are to remain in their school buildings for thirty (30) minutes after the dismissal of their staffs, commencing with the 1993-94 school year.

#### *I. Flex Scheduling*

1. Teachers assigned to a seven-hour day as per Article 8.B.2. above, which commences after the normal sign-in time and extends beyond the normal sign-out time, shall be compensated with a stipend of twelve hundred dollars (\$1,200).

2. a. Effective July 1, 1998, a Child Study Team flex schedule may be instituted consisting of four (4) consecutive work weeks during the months of July and August (20 work days), in addition to 163 work days during the remaining September through June school year.
  - b. Not more than two (2) Child Study Teams may be designated as flex-time teams with schedules as described in 2.a. above.
  - c. No current Child Study Team employees may be reassigned on an involuntary basis to a flex-time team.
  - d. New Child Study Team applicants will be informed prior to hiring of the expected work schedule for the flex-time teams.
- J. High school counselors shall be required to work up to five (5) days before the opening of school in September and five (5) days after the close of school in June. They will be allowed up to ten (10) vacation days during the school year (depending upon the number of summer days worked), which days shall not be accruable.

## **Article 8A**

### **Twelve-Month Instructional**

The following provisions shall apply to the twelve month instructional positions listed below. Any additional positions subject to the provisions of this Article shall be mutually agreed upon by the Board and the UCEA.

Principals  
Assistant Principals  
Supervisors  
Assistant Supervisors  
Directors

### **VACATIONS**

1. Those 12-month instructional employees with less than two years of service in the

Union City school system in any capacity shall receive two weeks of vacation, prorated for those in the first year of service as a 12-month employee.

2. Those 12-month instructional employees with less than five years of service in the Union City school system in any capacity shall receive four weeks of vacation, prorated for those in the first year of service as a 12-month employee.
3. Those 12-month employees employed at the time the successor agreement is approved and all those who subsequently accrue five or more years of service in the Union City school system in any capacity shall receive vacation time determined by computing the number of days between the last day of school for teaching staff members and the first day of school for teaching staff members and dividing that number by half (usually 25 or 26 days).
4. Twelve-month employees who receive four weeks of vacation in any one year may be required at the discretion of the Superintendent of Schools to utilize one week of same during the school year, if feasible.
5. Twelve-month employees who receive the maximum amount of vacation time permitted in any one year may be required at the discretion of the Superintendent of Schools to utilize as much as two weeks of same during the school year, if feasible.
- 6.a. All vacation banks are frozen at their September 1, 2003, levels. No additional vacation days may be banked.
  - b. Upon retirement or separation from service, the maximum individual employee vacation bank value is twenty thousand dollars (\$20,000), calculated in accordance with Paragraph 8 below. All vacation days in excess of this dollar amount must be consumed by the employee prior to separation.

7. All vacation days shall be utilized in the year earned. No vacation days shall be taken during the five (5) work days following the closing of school in June or during the five (5) work days preceding the opening of school in September.
8. Time accumulated prior to August 31, 1995 as a result of accrued vacation days shall be compensated by multiplying the number of days accrued by  $1/225$ .

### **SALARY**

1. Salaries for the twelve-month positions covered by Article 8A and listed above shall be computed by multiplying the individual's total salary, including longevity and appropriate differential (Schedule C), by a factor of 1.1%.
2. Teachers employed on a twelve-month basis shall be paid in twenty-four (24) equal semi-monthly installments.

### **SICK DAYS**

1. All provisions of Article 21 (Sick Leave) shall apply to 12-month instructional employees, if applicable, with the exception of F.1a., which shall be modified to read: "One (1) day's pay is defined as one two-hundredth ( $1/200$ ) of the teacher's final annual salary for all time spent as a 10-month employee and one two-hundred-twenty-fifth ( $1/225$ ) of the 12-month instructional employee's final annual salary for all time spent as a 12-month employee prior to November 14, 1992."

### **PRORATION**

Vacation and sick leave shall be prorated for 12-month instructional employees by taking that percentage of months remaining in the work year after first day of employment or re-employment and multiplying that number by the total number of vacation and sick leave days available to the employee had the employee been employed for the full work year.

## Article 9

### NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and his energies should, to the extent possible, be utilized to this end. The Board will endeavor to keep non-teaching duties within limits which are educationally sound and economically feasible. Such duties include, but are not limited to collecting money from students for outside agencies.
- B. Transporting Students*
1. Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance written approval of his principal and the Superintendent. He/She shall be compensated to current reimburseable IRS mileage rate.
  2. The Board shall carry liability insurance to cover expenses incurred by a teacher arising out of the authorized use of his automobile in the performance of school duties.
- C. The Board and the Association agree that teachers have the obligation to assume leadership in activities they consider educationally useful. Every teacher has the responsibility of supervising to its conclusion any activity he has originated.
- D. Teachers should be active in the cultural, social and public affairs of the Community in which they teach. This involvement, a voluntary one, should exemplify the best in citizenship because the teacher has a special obligation as a model for youth.

## Article 10

### TEACHER EMPLOYMENT

#### A. *Placement on Salary Schedule*

1. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
  2. Newly hired teachers may be hired at any step of the salary guide commensurate with previous outside teaching experience in a duly accredited school upon initial employment. This provision may be waived by mutual agreement between the Superintendent and the Association President in cases of district need. Such waiver requests will not be unreasonably denied.
- B. Credit of two hundred dollars (\$200.00) additional on salary level for military experience or alternative civilian service required by the (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fullbright or other Scholarship shall be given upon initial employment. In accordance with NJSA 18A:29-11, the Board shall grant credit on the salary schedule for military service.
- B1. Teachers with previous teaching experience in the Union City School District shall upon returning to the system receive full credit on the salary guide for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System: also Peace Corps, VISTA or National Teacher Corps work and time spent on a Fullbright or other Scholarship.
- B2. Teachers with previous experience in Union City who have not been engaged in other teaching or the activities listed above indicated shall, upon returning to the system, be restored to the next position on the salary

guide above that at which they left provided they left after March 1 of the last active school year of service in Union City. Those persons who left before December 1 of the last active school year will return on the same step. Those persons who left between December 1 and February 28 of the last active school year will, at the discretion of the Superintendent, weighing such factors as length of service, reason for leaving, etc., be placed either at the same position or the next position on the salary guide.

*C. Previous Sick Leave Accumulation*

1. Previously accumulated unused sick leave days shall be restored to all returning teachers.
2. Unused sick days accumulated from another school district shall be accepted as provided in Article 21, Section B of this Agreement.

D. Non-tenure teachers shall be notified of their contract and status for the ensuing year no later than May 15 as provided in Article 18, Section A of this Agreement.

**Article 11**

**SALARIES**

A. The salary of each teacher covered by this Agreement is set forth in Schedules A and C which are attached hereto and made a part hereof.

*B. Method of Payment*

1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. Pay checks are to be available prior to lunch hour.
3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay on the last previous work day.

4. All teachers required to work eleven (11) months in their positions shall receive ten percent of their annual salary.
  5. Teachers who are asked to work after schools have closed in June for periods of time less than one month shall be paid at the rate of  $1/225$  (one two hundred twenty fifths) of their annual salary for each day so worked.
- C. Each teacher selecting payment over a ten(10) month period shall receive his final pay check on his last working day in June. Not later than July 31st, all teachers shall be given written notice of their salary, status on the salary guides, accumulated sick days, years of service, and the salary guide for the forthcoming school year.

## **Article 12**

### **TEACHER ASSIGNMENT**

#### *A. Notification.*

1. All teachers shall be given written notice of their tentative class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1st.
2. The building principal shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than June 1st.
3. In the event that changes in such schedules, classes and/or subject assignments, building assignments, or room assignments are proposed after June 15th, the Association and any teacher affected shall be notified in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and at his option a representative of the Association.



## *B. Assignment Criteria*

1. Every teacher has the obligation to accept assignment to teach children from all walks of life and all levels of classes within certification and competence. Further, every teacher has the responsibility to devote complete effort and expertise to every teaching assignment.
- C. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- D. Nothing contained in this article shall limit the applicability of any other article in this Agreement.

## **Article 13**

### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

#### *A. Notification of Vacancies*

1. No later than June 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1st.

3. As soon as practicable, and no later than the last day of school, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred (whether voluntary or involuntary) and the nature of such reassignment or transfer.

#### **Article 14**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and, except in cases of emergency not later than June 1st.
- B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, at which the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

#### **Article 15**

### **PROMOTIONS**

- A. *Promotional positions are defined as follows:*

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal Government solely within control of the Board shall be adequately publicized by the Superintendent in accordance with the following procedure. Each applicant shall receive an individual "Application Receipt Form" sent to and delivered at the applicant's workplace.

1. When school is in session, a notice shall be posted in each school in no event less than fifteen (15) school days, but no more than thirty (30) calendar days before the final date when applications must be submitted. All such instructional postings shall be consecutively numbered and preceded by the letter I.

A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. A list of all such applicants shall be sent to the Association and be posted in each school building.

2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Superintendent shall within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association;

- B. In both situations set forth in Section A above, the qualification for the position, its duties, and the rate of compensation shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

### *C. Appointments*

1. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered.
2. Appointments shall be made not later than ninety (90) days after the notice is posted in the schools or the giving of notification to the interested teacher. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building, and a list shall be given to the Association indicating which positions have been filled and by whom.
3. Section A. paragraphs 1 and 2, sets forth the period for timely applications.

### *D. Salary Adjustments*

1. All temporary or acting promotional positions must adhere to promotional procedures described herein and carry the salary rates set forth by the new contract.
  2. A person obtaining a promotional position shall receive his/her salary on that salary step commensurate with his/her present number of years service.
- E. Principals will have the right to recommend to the Superintendent of Schools the need for administrative help in their schools.

### *F. Co-curricular and Extra-curricular activities*

1. All Co-curricular and Extra-curricular position openings shall be posted in accordance with procedures set forth in Paragraph A and B above.
2. If the procedure set forth in Paragraph A above fails to produce a qualified applicant from within the district, the Board shall make every effort to employ a qualified outside-of-district person who is the holder of an appropriate New Jersey teaching certificate.

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

## **Article 16**

### **EVENING SCHOOL-SUMMER SCHOOL HOME TEACHING AND FEDERAL PROGRAMS**

- A. All openings for positions in the evening school, summer school, home teaching, federal projects solely within the power of the Board, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Article 15. Summer school and evening school openings shall be publicized not later than the preceding May 1 and October 1, respectively, and teachers shall be notified of the action taken not later than June 1st and October 31st, respectively. Home teaching openings shall be posted as they occur.
- B. Salary schedules for positions included in this Article shall be negotiated under procedures outlined in Article 3 of this Agreement along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.
- C. All of the provisions of this Agreement shall apply to teachers holding positions in the evening high school, summer school, home teaching and/or under federal programs, except where clearly inapplicable or impracticable.

## Article 17

### TEACHER EVALUATION

A. 1. Nontenure teachers shall be evaluated by a member of the administrative and supervisory staff of the local school district, who holds an appropriate certificate for the supervision of instruction, at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his evaluating supervisor for the purpose of identifying weakness, if any, and strength, extending assistance for their correction and improvement in instruction.

2. Tenure teachers shall be evaluated by a member of the administrative and supervisory staff of the local school district, who holds an appropriate certificate for the supervision of instruction at least one (1) time in each school year, to be followed by a written evaluation report and by a conference between the teacher and his evaluating supervisor for the purpose of identifying weakness, if any, and strength, extending assistance for their correction and improvement in instruction.

#### *B. Observations*

1. Classroom visitations/observations shall not occur on the same day, nor shall any observation occur prior to the previous evaluation conference. In no case should any classroom observation or visitation for the specific purpose of evaluation, occur within ten (10) school days of the previous evaluation. All visitations/observations shall occur in the same work year.

2. Each observation shall be conducted for the duration of one (1) class period in a secondary school and in an elementary school for the duration of one (1) complete subject lesson.

3. Every supervisor has the duty to observe formally and evaluate a teacher if requested by a teacher to do so.

*C. General Procedure for Evaluation of All Teachers*

1. All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of surveillance devices shall be strictly prohibited.
2. A teacher shall be given a copy of any written observation report or rating prepared by his evaluators and shall have the right to discuss such report or rating with his evaluator before it is submitted to the central office or placed in the teacher's personnel file. At least one (1) day prior to his meeting the teacher shall be given a copy of the written evaluation of his performance. No teacher shall be required to sign a blank or incomplete evaluation form. Each teacher shall acknowledge receipt of the evaluation by signing it, but the signature in no way implies the teacher's agreement with the evaluation.
3. Prior to any evaluation report the immediate supervisor of a teacher shall have had appropriate communication, including but not limited to all steps in paragraph 4 below and the provisions of Article 27, Section B of this Agreement with said teacher regarding his performance as a teacher.
4. Evaluation reports shall be presented to each teacher by his evaluating supervisor in accordance with the following procedure:
  - a. Such reports shall be addressed to the teacher.
  - b. Such reports shall include, when pertinent:
    1. Strengths of the teacher.
    2. Weaknesses of the teacher.
    3. Specific suggestions as to measures

which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

5. Conferences shall occur within five (5) school days of the observation. The conference shall be held within the school day, at a time mutually agreed upon by teacher and evaluator and without loss of the teacher's duty free lunch period.
6. A teacher shall have the right to representation in an evaluation conference where the individual teacher has reasonable cause to believe that the conference may result in discipline.
7. Within ten (10) school days after the writing of the Staff Observation and Evaluation Report (which is to be prepared in three copies--one for the supervisor, one for the teacher and the original for the principal), the supervisor shall conduct a post-observation conference with the teacher. The purpose of the post-observation conference shall be to effectuate a co-operative critique of the lesson observed. The outcome of the conference should be a mutually agreed professional improvement plan for as short a period as the supervisor and the teacher may agree to or as long a period as they may agree to, but in no case longer than the current school year. The professional improvement plan should be based upon the lesson observed and relevant factors in areas outside the classroom, with particular attention to areas in which the need for improvement has been agreed to.
8. Each teacher shall be entitled to add comments to the evaluation form and/or submit a rebuttal to be attached within ten (10) school days after signing the evaluation form.

#### *D. Personnel Records*

1. A teacher shall have the right, upon request, to review the contents of his personnel file.



2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his 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 answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
- E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

## **Article 18**

### **FAIR DISMISSAL PROCEDURE**

- A. Each year, on or before a date set by law, the Board shall give to each nontenure teacher continuously employed since the preceeding September 1, either;
  1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

2. A written notice that such employment shall not be offered.
- B. Any nontenure teacher who receives a notice of non-employment may, within fifteen (15) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within thirty (30) days after receipt of such request.
- C. Any nontenure teacher who has received such notice of non-employment and statement of reasons may, if he is not satisfied, file a grievance to commence at Level Two (2), and shall not go beyond Level Three (3).

## **Article 19**

### **COMPLAINT PROCEDURE**

- A. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which does or may influence evaluation of a teacher or interfere with a teacher's rights shall be processed according to the procedure outlined below.
- B. The principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.
- C. The teacher shall have the right to be represented by the Association at any such meeting or conferences regarding such complaint.
- D. Procedure.
  - Step 1. In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint.
  - Step 2. Any complaint unresolved under Step One at the request of the teacher shall be reviewed by the building principal or

counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

- Step 3. Any complaint unresolved at Step Two may be submitted in writing by the Complainant or the teacher to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his designee and the complainant.
- Step 4. Upon receipt of the written complaint the Superintendent or his designee shall confer with all parties. The teacher shall have the right to be present at all meetings of the Superintendent or his designee and the complainant unless it is determined, in the sole discretion of the Superintendent or his designee, that separate meetings might be held to resolve the dispute between the complainant and/or the teacher.
- 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 Board action taken under Step 7 may be submitted by the teacher to the grievance procedure as set forth in Article 4 of this Agreement and shall commence at Level 4.

## Article 20

### TEACHER FACILITIES

- A. Each school shall have the following facilities:
1. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach;
  2. Adequate chalkboard and bulletin board space in every classroom;
  3. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility;
  4. A serviceable desk and chair for the exclusive use of each teacher;
  5. A private space should be provided in each school for testing and/or counseling by individual teachers or the Child Study Team, if space is available;
  6. All classroom locks shall be maintained in proper working condition and be replaced when necessary.
- B. Each school shall have the following facilities, wherever practicable:
1. Suitable storage space with lock and key for every teacher to store coats, overshoes and personal articles and file cabinet;
  2. Appropriately furnished rooms which shall be reserved for the exclusive use of the teachers as faculty lounges, with refrigerator and cooking unit. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

#### *C. Answering Service*

Teachers may call a telephone machine or answering service between 4 P.M. and 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

## Article 21

### SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) paid sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Twelve month employees shall be entitled to twelve (12) paid sick leave days each year.
- B. Whenever the Board employs a teacher who has an unused accumulation of sick leave days from another school district in New Jersey, the Board may, at its discretion, grant a portion of said sick leave credit in addition to the annual and accumulated sick leave provided in Section A above as follows:
1. For the first year of employment in the Union City School District a maximum of thirty (30) days or lesser amount as may have been accumulated in the former district.
  2. The accumulation of sick leave days from another district shall be credited in accordance with the procedure outlined above after certification from the prior employing school district. The days of sick leave so credited may be used immediately or if not so used shall be accumulative for additional leave thereafter as may be needed.
- C. Non-accumulative additional sick leave benefits shall be allowed to teachers according to the following schedule:
1. After ten (10) years of service, five (5) additional sick leave days.
  2. After fifteen (15) years of service, ten (10) additional sick leave days.
  3. After twenty (20) years of service, fifteen (15) additional sick leave days.

- a. For the first use of non-cumulative additional sick leave the employee shall not experience any loss of pay.
  - b. On second occasion of use the employee shall receive full pay minus the cost equivalent to a substitute pay for one week and then shall be paid at full salary for any additional use of non-cumulative sick leave.
  - c. On the third occasion of use, the employee shall receive full pay following a one week loss of pay.
  - d. On the fourth or subsequent use the employee shall receive full pay following a two week loss of pay.
  - e. The Board, at its sole discretion, may grant additional leave upon a showing of good cause.
4. Teachers may request the use of these days only once per school year. Usage on a more frequent basis may be granted by the Board upon the recommendation of the Superintendent.
- D. Teachers shall be given a written accounting of accumulated sick leave days no later than July 31st as provided in Article 11, Section D of this Agreement.

#### *E. Absence*

1. In cases of absence due to personal illness it shall be the duty of the Medical Director, when so directed by the Superintendent, to visit the teacher and fully inform himself of the nature and severity of the illness, and to report the result of his investigation to the Superintendent.
2. In the event that the Medical Director shall report that all or any part of the absence is not due to personal illness, the employee shall be suspended, with loss of full salary, for a period of one (1) month, and upon repetition of the offense may be dismissed.

3. In the event that the Medical Director shall report that the illness is not sufficiently severe to justify the absence, full deduction of salary shall be made for such part of said absence as is deemed by him to be unwarranted.
4. In all cases of absence due to personal illness continuing for four (4) or more school weeks, the teacher shall obtain a certificate of health from the Medical Director.
5. A doctor's certificate may be required to be submitted to the Superintendent of Schools in any of the following absence cases:
  - a. personal illness of five (5) consecutive days or more
  - b. long duration
  - c. frequent occurrence
  - d. pattern absences

*F. Substitution Incentive Compensation*

1. Teachers, upon retirement, shall receive compensation for all unused sick leave days, accumulated from the beginning of employment, as follows:
  - a. lump sum payment--one-half (1/2) of one (1) day's pay for each unused sick leave day. One (1) days' pay is defined as one two hundredth (1/200) of the teacher's final annual salary. This shall apply up to a dollar value not to exceed \$60,000. For any days in excess of a value of \$60,000, retirees shall be paid at the following rate, .25% of the average Union City salary guide that the employee was on at the time of retirement. Any employee whose dollar value exceeds \$60,000 as of July 1, 1995, shall maintain that value as His/Her base with the .25% per day factor applied for days above that base value.
  - b. accelerated retirement--the teacher may retire on a date which would facilitate consuming each unused sick leave day while compensation payments are made at the rate described above.

- c. Teachers hired on or after July 1, 1999, shall have a maximum sick leave bank dollar amount value of thirty thousand dollars (\$30,000) upon retirement from the district.
2. Teachers, upon resignation after the tenure year, shall receive compensation for all unused leave days, accumulated from the tenure year, as follows:
  - a. lump sum payment--one-half (1/2) of the substitute per diem pay for each unused sick leave day; the substitute pay is defined as \$70.00 per diem.
  - b. days accumulated during the three (3) non-tenure years shall count toward sick leave credit but shall not count toward the number of days credit for incentive compensation (except at retirement).
3. In the event of death before retirement or resignation, the teacher's estate shall receive the lump sum payment according to the appropriate formulas described above.
4. Implementation of the incentive program shall be under the following provisions:
  - a. the number of sick leave days beyond those which are provided in this Agreement shall not be increased by substitution assignments.
  - b. the effectiveness of the incentive program shall be evaluated upon termination of this Agreement to determine if its implementation has reduced absence and relieved the substitution problem. Continuation of this program shall depend upon its proven effectiveness.



## Article 22

### TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following paid leaves of absence each school year.
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours, subject to approval by the Superintendent, whose approval shall not be unreasonably withheld. Written application to the teacher's principal or other immediate superior (carbon copy to Superintendent) for personal leave shall be made at least three (3) days before taking such leave, except in the case of emergencies. Unused personal days shall be cumulative as sick leave.
  2. Up to two (2) days each for the purpose of visiting other schools, and attending meetings or conferences of an educational nature, subject to the approval of the Superintendent. Approval shall not be denied but for just reason. Application shall be made in writing to the Superintendent.
  3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding, if the teacher is required by law to attend, subject to approval.
  4. Time necessary for jury duty.
  5. a. Up to five (5) days at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, and any other member of the immediate household. Serious illness shall be defined as in the Federal Family and Medical Leave Act of 1993. Teachers shall be granted up to one (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above,

on good cause shown. In the event of the death of a teacher or student in the Union City School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

b. Normal vaginal childbirth shall not be considered a "serious illness" for the purposes of Paragraph 5.a. above.

c. Application for leave by a father for the birth of his child shall be documented by a certificate of birth from a physician. Such certificate shall entitle the father to up to five (5) days of leave.

d. Application for leave of a family member as defined in Paragraph 5.a. above (other than the father) as a result of the birth of a child shall be documented by a certificate of birth from a physician. Such certificate shall entitle the family member to up to three (3) days of leave. Medical certification providing specific medical reasons why the childbirth requires the presence of the family member shall be required to allow the fourth and fifth day(s) of leave under Paragraph 5.a. above.

6. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.

7.a. Up to two (2) days each for five (5) representatives of the Association to attend conferences and/or conventions of state and national affiliated organizations. A copy of the agenda and a written report shall be submitted to the Superintendent within one (1) week of the conference or convention.

7.b. Association officers and/or their designees who are Board of Education members in another district may do the following:

1. Utilize one (1) professional and two (2) personal days for the purpose of attending the three-day NJSBA Convention.
2. Utilize one (1) professional and one (1) personal day to attend two days of the convention.
3. Utilize one (1) personal day to attend the convention for one day

No more than five (5) individuals may be granted such leave for this purpose in any one school year.

8. Up to a total of three (3) days at the end of a school year, and/or at the beginning of a school year as may be required to attend accredited summer school classes and/or travel to the place where such classes are to be held, subject to the Superintendent's approval, which shall not be unreasonably withheld.

9. Time during which a quarantine is imposed.

10. Time necessary for recuperation from accidents in the performance of duties as employees of the Board of Education.

11. Up to five (5) days for marriage and honeymoon immediately following the marriage and not coinciding with the beginning and ending of the school year.

12. Other leaves of absence with pay may be granted by the Board solely in its discretion for good reason, and the maximum number of temporary leave days for cases cited above may be extended at the sole discretion of the Board.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## Article 23

### EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years each, for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright or other Scholarship.
- C. Effective September 2003 teacher on tenure shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university, private school, or other public school district.
- D. 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. A similar leave shall be granted to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
- E. Maternity--Child Rearing*
  - 1. Child-rearing leave shall be granted upon request for up to two (2) years without pay.
    - a. In the event of stillbirth or death of the child, and if the teacher so elects, he/she may resume full employment when he/she is able to perform his/her duties and after 30 days notification to the Board or its designee.

- b. Upon request of the teacher, recommendation of the Superintendent, and the approval of the Board, a teacher may return from child-rearing leave at an earlier date than that which had been established in the leave approval.
2. Any teacher adopting an infant child up to the age of five years shall receive similar leave which shall commence upon receipt of de facto custody of said infant, or earlier, if necessary to fulfill the requirements of the adoption.
3. No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Union City School District in the area of his/her certification or competence.
4. The Board and the Association agree to conform with current civil rights decisions now in the courts, and/or appeal decisions with regard to maternity leaves of absence and the use of sick leave attendant upon pregnancies.
5. Child rearing leave shall be granted for only one member of an employed married couple.
- F. The Board shall grant leave of absence without pay to any teacher to campaign for or serve in a public office, for a minimum period of one (1) year.
- G. Other leaves of absence without pay may be granted by the Board for good reason, and the maximum number of any extended leave of absence for cases cited above may be extended at the discretion of the Board.

#### *H. Return From Leave*

1. Upon return from leave granted pursuant to Section B, C, or D of this Article, a teacher 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. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section A, E, F, or G of this Article.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, 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.
- I. All extensions or renewals of leaves shall be applied for and granted in writing.
- J. Leaves of absence without pay are also without Board payments for group medical benefits and the Teachers' Pension and Annuity Fund of New Jersey.
- K. Teachers on leave must notify the Board of their intent to return to work ninety (90) days prior to the scheduled date of return.

## **Article 24**

### **SABBATICAL LEAVES**

- A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, for rest, or for other reasons of value to the school system.
- B. Sabbatical leave may be granted, subject to the following conditions:
  1. If there are sufficient qualified applicants sabbatical leaves may be granted to a maximum of five (5) teachers at any one time.

Applications shall be given preference according to relative years of service and the value of the proposed use of the leave to the school system and the applicant as determined by the Superintendent of Schools in accordance with Board Policy.
  2. Requests for sabbatical leave must be received by the Superintendent in writing in

such form as may be mutually agreed on by the Association and the Superintendent, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least seven (7) full school years of service in the Union City District for study, ten (10) years for educational travel, and twenty (20) years for rest.
4. A teacher on sabbatical leave (either for one-half (1/2) of a school year or for a full school year) shall be paid by the Board at one-half (1/2) of the salary which he would have received if he had remained on active duty. This salary shall be paid in the same manner and at the times that salaries are paid to other members of the teaching staff.
5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
6. Upon return from a sabbatical leave, a teacher shall be returned to at least the same position and at the same school to which he was assigned when such leave was taken.
7. Service on sabbatical leave shall count as active teaching service for the purpose of retirement, and contributions to the Teachers' Pension and Annuity Fund of the State of New Jersey shall be continued.
8. Payments for health insurance, contributory life insurance, credit union and/or other items as authorized by the teacher shall also be continued while said teacher is on sabbatical leave.
9. Prior to sabbatical leave a teacher shall sign a letter of agreement to insure his return for at least three (3) full years.

- C. Subsequent sabbatical leaves may be granted to teachers as follows: one for each seven years of continuous service following the first sabbatical leave, subject to the conditions listed above.

## **Article 25**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.
- B. Every teacher should keep abreast of the constantly changing content, methods, materials and objectives in modern education. Inherent in the profession of teaching is the continuing obligations upon every teacher to seek the fullest development of his ability to help all children.
- C. The Board agrees to implement the following:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.
  2. To cooperate with the Association in arranging inservice courses, workshops, conferences, and programs designed to improve the quality of instruction. Whenever feasible and practicable, inservice programs shall be conducted during the inschool teacher workday if teacher



attendance is required. The Board will provide the opportunity for teachers to earn at least twenty (20) professional development hours each year at no cost to the employees.

#### D. Reimbursement Policy

1. The Board will reimburse teachers for all graduate courses satisfactorily completed as part of a masters degree program. Reimbursement will be at fifty (50%) of the current tuition rate in effect at New Jersey City University. Reimbursement will apply only to tuition costs. Teachers currently enrolled in a masters program (prior to July 1, 2003) may elect to receive 80% tuition reimbursement upon completion of the program, or 50% upon submission of individual courses, at their option.
2. The Board will provide three hundred twenty-five thousand dollars (\$325,000) per school year for the teacher tuition program. The cost of courses required by the Board will not be included in this total."

#### E. Making application for prior approval.

All requests for prior approval must be received by the Superintendent no later than one (1) week (five working days) before the semester's regularly scheduled registration day at the college. Any teacher who registers without prior approval is doing so at his/her own risk and will not be eligible for reimbursement.

#### F. Moving from one category to another on salary guide.

Teachers who have already accumulated credits or anticipate accumulating credits by June of the year preceding a category change (for example, from BS+30 to M.A.) on the salary guide must notify the Office of the Superintendent in writing by December of the year preceding the category salary guide

change and present proof of completion of credits on or before June 30 and a transcript by August 31, which may be extended by a good cause shown. Any teacher having a degree (M.A., PhD) conferred by October 1 shall also notify the Superintendent no later than December 20th for inclusion in the ensuing February Payroll.

### **Article 26**

#### **SUPERVISION OF STUDENT TEACHERS**

- A. The Board and the Association mutually recognize that the education of children of the Union City School District is their primary responsibility. The Board and the Association further recognize their responsibility to assist in the effective training of future teachers under the highest standards.
- B. The teacher assigned to supervise a student teacher shall be so notified as soon as practicable prior to the student's introduction to the classroom.

### **Article 27**

#### **PROTECTION OF TEACHERS, STUDENTS AND PROPERTY**

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, teachers and property.
- B. Teachers should be aware of their responsibilities and duties regarding the use of physical force with students according to New Jersey State Laws 18-A.

C. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher. This section applies when the action is brought about by any person other than the Board.

*D. Assault*

1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
2. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding and the Board shall furnish same.
3. When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
4. The Board shall reimburse a teacher for the cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

*E. Reporting Assaults*

1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the

teacher for information in the possession of the Superintendent relating to the incident or the Board's attorney shall act as liaison between the teacher, the police and the courts.

- F. A school nurse shall be scheduled to be in each building for the entire school day as heretofore defined in Article 7, Section A of this Agreement.
- G. The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-approved activity provided such loss is not due to the teacher's negligence, nor to his intentional or malicious action.

## **Article 28**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student behavior shall be reduced to writing by the Superintendent as soon as practicable, and included in the teacher's manual. A copy of the Superintendent's report will be sent to the UCEA President.
- B. Nothing in this Article pertaining to the development of guidelines and procedures by each school's Principal and Faculty Council shall be interpreted to prevent these committees from counseling such additional teachers, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

## Article 29

### INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.
1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:
    - a. Hospital service plan
    - b. New Medical-surgical plan--U.C.R.  
(Usual, Customary or Reasonable Fee Program)
    - c. Extended Rider J
    - d. Blue Cross LIFETIME MAJOR MEDICAL shall be increased to \$1,000,000. B/C coverage shall be extended for dependent children age up through the age of (23) for those children who are in post secondary institutions.
    - e. Optical plan - "Vision Service Plan" equivalent to NJEA UniServ Plan.
    - f. Prescription co-pay shall be increased to \$5/0 effective 2/1/93
    - g. Full Dental Program coverage shall be increased from \$1,000 yearly to \$1,500 yearly and Orthodontics shall be increased from \$1,500 to \$2,500.
  2. The health insurance carrier(s) shall be New Jersey Blue Cross and Blue Shield for the basic hospitalization and medical surgical coverage, and for the major medical coverage.
  3. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing

September 1st and ending August 31st. When necessary, payment of premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage, in accordance with the regulations of the carrier.

- B. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. Premiums shall be paid by the retiree.
- C. The Board shall provide to each teacher a description of the health-care insurance coverage as provided by the carrier.
- D. Double medical insurance coverage through the Board of Education is not permitted where both spouses are employed by the Board or where one spouse is employed by the Board and the other is employed by any Union City Municipal employer. Those already receiving such coverage as of September 1, 1983 shall continue to receive such coverage.

### **Article 30**

#### **PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of a teacher is not an appropriate concern for attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting the facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject only to accepted standards of moral, legal, ethical, educational responsibil-

ity. Freedom of individual conscience, association and expression will be encouraged, and fairness in procedures will be observed.

### **Article 31**

#### **BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES**

A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

#### *B. Cash Funds*

1. A Petty Cash Fund shall be established in each building for use in purchasing incidental supplies for classroom instructional use.
2. A Petty Cash Fund shall be established in each building for the Librarian's use in purchasing incidental supplies and timely books for teachers' professional or classroom use.
3. The Petty Cash Fund shall be the direct responsibility of the building Principal.

C. The Board realizes an outstanding development in modern education is the growth of the use of audio-visual materials for instruction, and that audio-visual materials are most effective when available to be properly integrated into regular classroom teaching. Therefore, the Board agrees as follows:

1. The Audio-Visual Instructional Materials Center at the Central Board Office contains materials and equipment available to all teachers upon written request; a listing of all such materials, equipment, computer hardware and software shall be provided to all teachers and shall include a brief description of the content and/or uses and the grade levels for which they are most suitable.

## Article 32

### DEDUCTION FROM SALARY

A. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

#### *B. Automatic Payroll Deductions (APD)*

1. The Board agrees to deduct from the salaries of its teachers dues for the Union City Education Association, the Hudson County Education Association, the New Jersey Education Association or the National Education Association or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 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 from time to time be designated by the Union City Education Association by the fifteenth (15) 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.
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.



C. The Board of Education will make provisions for U.S. Savings Bonds deductions for interested employees. The Payroll Department will make the deductions.

#### D. Representation Fee

##### 1. Purpose of Fee

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

##### 2. Amount of Fee/Notification

Prior to August 1st of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with law.

##### 3. Deduction and Transmission of Fee

###### a. Notification

On or about the 1st of October of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

###### b. Payroll Deduction Schedule

The Board will deduct from the salaries of employees referred to in Section 3a the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

### c. Termination of Employment

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

### d. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such representation fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

### e. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

### f. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, dates of employment and places of assignment for all such employees.

The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.

## Article 33

### MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- B. 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.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- D. 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 certified letter at the following addresses
1. If by Association, to the Secretary,  
Union City Board of Education  
3912 Bergen Turnpike, Union City, N. J.  
07087.
  2. If by Board, to the Association at the home of the Association President. Said address shall be filed with the Board Secretary upon election.
- E. The Board and the Association shall each assume one half (1/2) the cost of printing new contracts and addenda for all staff employed in the Union City School District.

## **Article 34**

### **SEPARABILITY**

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

## **Article 35**

### **BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the citizens of the City of Union City, Hudson County, New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of this Agreement by the laws and the Constitutions of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law.

## **Article 36**

### **FULLY BARGAINED PROVISIONS**

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement

and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

### **Article 37**

#### **DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of September 1, 2003, and shall continue until August 31, 2005, and shall automatically renew for the period September 1, 2005, through August 31, 2008.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing upon agreement of the Association and the Board.

**SCHEDULE A**  
**INSTRUCTIONAL SALARY GUIDE**  
**YEAR 1 2003-2004**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>PhD</b>
1	38,080	38,308	38,503	38,741	38,927	47,383	48,538
2	38,280	38,508	38,703	38,941	39,127	47,583	48,738
3	38,580	38,808	39,003	39,241	39,427	47,883	49,038
4	39,880	40,108	40,303	40,541	40,727	49,183	50,338
5	40,180	40,408	40,603	40,841	41,027	49,483	50,638
6	40,480	40,708	40,903	41,141	41,327	49,783	50,938
7	40,837	41,066	41,261	41,479	41,685	50,140	51,295
8	41,199	41,405	41,601	41,818	42,000	50,502	51,657
9	42,000	42,200	42,700	44,283	45,885	51,556	52,711
10	42,148	42,783	43,870	45,592	47,313	54,541	55,705
11	45,313	45,997	47,165	49,360	50,870	57,706	58,870
12	50,647	51,443	52,721	54,795	56,859	63,040	64,203
13	53,690	54,485	55,764	57,838	59,902	66,083	67,246
14	56,310	57,146	58,488	60,667	62,835	68,703	69,866
15	60,373	61,271	62,713	65,055	67,385	72,765	73,929
16	62,848	63,807	65,417	67,985	70,577	75,241	76,405
17	65,090	66,083	67,750	70,410	73,095	77,483	78,646
18	67,463	68,468	70,161	72,872	75,570	79,856	81,019
19	69,999	71,053	72,802	75,629	78,445	82,391	83,556
20	73,838	74,892	76,641	79,468	82,284	86,230	87,395
21	79,609	80,663	82,412	85,239	88,055	92,001	93,166
L35	500	500	500	500	500	500	500
L40	1,000	1,000	1,000	1,000	1,000	1,000	1,000

**SCHEDULE A**  
**INSTRUCTIONAL SALARY GUIDE**  
**YEAR 2 2004-2005**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>PhD</b>
1	40,080	40,308	40,503	40,741	40,927	49,383	50,538
2	40,280	40,508	40,703	40,941	41,127	49,583	50,738
3	40,480	40,708	40,903	41,141	41,327	49,783	50,938
4	40,680	40,908	41,103	41,341	41,527	49,983	51,138
5	40,880	41,108	41,303	41,541	41,727	50,183	51,338
6	41,180	41,408	41,603	41,841	42,027	50,483	51,638
7	41,480	41,708	41,903	42,141	42,327	50,783	51,938
8	41,890	42,104	42,302	43,212	44,106	51,170	52,325
9	42,300	42,500	42,700	44,283	45,885	51,556	52,711
10	43,807	44,249	44,933	46,822	48,378	54,631	55,791
11	47,227	47,846	48,827	50,809	52,619	58,836	59,997
12	50,647	51,443	52,721	54,795	56,859	63,040	64,203
13	53,690	54,485	55,764	57,838	59,902	66,083	67,246
14	57,032	57,878	59,239	61,447	63,644	69,424	70,588
15	60,373	61,271	62,713	65,055	67,385	72,765	73,929
16	62,848	63,807	65,417	67,985	70,577	75,241	76,405
17	65,090	66,083	67,750	70,410	73,095	77,483	78,646
18	67,463	68,468	70,161	72,872	75,570	79,856	81,019
19	71,609	72,688	74,477	77,369	80,250	84,286	85,477
20	77,237	78,316	80,105	82,997	85,878	89,914	91,105
21	82,865	83,944	85,733	88,625	91,506	95,542	96,733
L35	500	500	500	500	500	500	500
L40	1,000	1,000	1,000	1,000	1,000	1,000	1,000

**SCHEDULE A**  
**INSTRUCTIONAL SALARY GUIDE**  
**YEAR 3 2005-2006**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>PhD</b>
1	41,045	41,273	41,468	41,706	41,892	50,348	51,503
2	41,245	41,473	41,668	41,906	42,092	50,548	51,703
3	41,445	41,673	41,868	42,106	42,292	50,748	51,903
4	41,645	41,873	42,068	42,306	42,492	50,948	52,103
5	41,845	42,073	42,268	42,506	42,692	51,148	52,303
6	42,045	42,273	42,468	42,706	42,892	51,348	52,503
7	42,345	42,573	42,768	43,006	43,192	51,648	52,803
8	42,480	42,708	42,903	44,487	46,096	51,793	52,953
9	43,244	43,580	44,021	45,762	47,348	53,338	54,500
10	44,009	44,453	45,140	47,037	48,601	54,882	56,048
11	47,444	48,066	49,052	51,042	52,861	59,106	60,273
12	50,880	51,680	52,964	55,047	57,121	63,330	64,498
13	53,937	54,736	56,021	58,104	60,178	66,387	67,555
14	57,294	58,144	59,511	61,729	63,936	69,743	70,912
15	60,651	61,553	63,001	65,354	67,695	73,100	74,269
16	63,137	64,101	65,718	68,298	70,902	75,587	76,756
17	65,389	66,387	68,062	70,734	73,431	77,839	79,008
18	69,036	70,083	71,828	74,632	77,442	81,695	82,883
19	72,683	73,778	75,594	78,530	81,454	85,550	86,759
20	79,183	80,278	82,094	85,030	87,954	92,050	93,259
21	86,683	87,778	89,594	92,530	95,454	99,550	100,759
L35	500	500	500	500	500	500	500
L40	1,000	1,000	1,000	1,000	1,000	1,000	1,000



**SCHEDULE A**  
**INSTRUCTIONAL SALARY GUIDE**  
**YEAR 4 2006-2007**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>PhD</b>
1	42,245	42,473	42,668	42,906	43,092	51,548	52,703
2	42,445	42,673	42,868	43,106	43,292	51,748	52,903
3	42,645	42,873	43,068	43,306	43,492	51,948	53,103
4	42,845	43,073	43,268	43,506	43,692	52,148	53,303
5	43,045	43,273	43,468	43,706	43,892	52,348	53,503
6	43,245	43,473	43,668	43,906	44,092	52,548	53,703
7	43,445	43,673	43,868	44,106	44,292	52,748	53,903
8	43,702	44,043	44,490	46,258	47,868	53,948	55,129
9	43,902	44,243	44,690	46,458	48,068	54,148	55,329
10	46,033	46,520	47,244	49,138	50,866	57,076	58,259
11	48,165	48,797	49,797	51,818	53,664	60,005	61,189
12	51,461	52,182	53,335	55,403	57,378	63,700	64,886
13	54,757	55,568	56,872	58,987	61,092	67,396	68,582
14	58,165	59,028	60,416	62,667	64,908	70,803	71,990
15	61,573	62,488	63,959	66,348	68,724	74,211	75,398
16	64,097	65,075	66,717	69,336	71,979	76,736	77,923
17	66,383	67,396	69,096	71,809	75,547	79,023	80,209
18	70,623	71,694	73,479	76,347	79,222	83,570	84,785
19	74,864	75,992	77,862	80,885	83,897	88,117	89,362
20	81,364	82,492	84,362	87,385	90,397	94,617	95,862
21	88,864	89,992	91,862	94,885	97,897	102,117	103,362
L35	500	500	500	500	500	500	500
L40	1,000	1,000	1,000	1,000	1,000	1,000	1,000

**SCHEDULE A**  
**INSTRUCTIONAL SALARY GUIDE**  
**YEAR 5 2007-2008**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>PhD</b>
1	43,302	43,643	44,090	45,858	47,468	53,548	54,729
2	43,502	43,843	44,290	46,058	47,668	53,748	54,929
3	43,702	44,043	44,490	46,258	47,868	53,948	55,129
4	43,902	44,243	44,690	46,458	48,068	54,148	55,329
5	44,102	44,443	44,890	46,658	48,268	54,348	55,529
6	44,302	44,643	45,090	46,858	48,468	54,548	55,729
7	44,502	44,843	45,290	47,058	48,668	54,748	55,929
8	44,702	45,043	45,490	47,258	48,868	54,948	56,129
9	44,902	45,243	45,690	47,458	49,068	55,148	56,329
10	46,167	46,655	47,381	49,280	51,014	57,242	58,428
11	48,889	49,494	50,435	52,422	54,279	60,564	61,751
12	51,610	52,333	53,489	55,563	57,545	63,885	65,074
13	54,972	55,766	57,040	59,206	61,320	67,447	68,636
14	58,333	59,199	60,591	62,849	65,096	71,009	72,199
15	61,751	62,670	64,145	66,540	68,923	74,426	75,617
16	64,283	65,264	66,910	69,537	72,188	76,959	78,149
17	67,555	68,583	70,301	73,053	75,820	80,385	81,590
18	70,828	71,902	73,692	76,569	79,452	83,812	85,031
19	76,991	78,151	80,075	83,184	86,282	90,621	91,902
20	83,491	84,651	86,575	89,684	92,782	97,121	98,402
21	90,991	92,151	94,075	97,184	100,282	104,621	105,902
L35	500	500	500	500	500	500	500
L40	1,000	1,000	1,000	1,000	1,000	1,000	1,000

## **SCHEDULE B**

Evening School, Home Instruction, Summer School, In-Service Instructors, Breakfast Lunch/After & Before School Teachers:

\$25.00 per hour

### Substitute Pay

Substitute pay rates shall be as follows:

Holders of NJ State Certificate: \$80.00 per diem

Holders of County Certificate: \$70.00 per diem

## **SCHEDULE C**

### **DIFFERENTIALS**

High School Principals	\$18,693
Elem. School Principals	\$17,224
Assistant Principals	\$13,348
Directors and Supervisors	\$ 7,476
Assistant Supervisors	\$ 3,085
Department Heads	\$ 4,804
Counselors	\$ 3,478
Child Study Team Members	\$ 3,478
Facilitators	\$ 3,478

The Additional Compensation shown in Schedule C shall be payable in addition to the individual's regular salary in accordance with years of service and degree level.

## **SCHEDULE D**

### **Go-Curricular and Extra-curricular Activities**

**Sept. 1, 2003 - Aug. 31, 2008**

	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Ath Fac Mgr	5,732	5,960	6,200	6,450	6,710	6,980
AFM Asst.	4,679	4,870	5,060	5,260	5,470	5,690
Football-Head	5,849	6,080	6,330	6,580	6,850	7,120
Football Asst.	4,211	4,380	4,560	4,740	4,930	5,130
Basketball-Head	5,849	6,080	6,330	6,580	6,850	7,120
Basketball Asst.	4,211	4,380	4,560	4,740	4,930	5,130
Track (Outdoor)-Head B&G	4,211	4,380	4,560	4,740	4,930	5,130
Outdoor Track Asst.	2,574	2,680	2,780	2,890	3,010	3,130
Track (XC)-Head B&G	3,276	3,410	3,540	3,680	3,830	3,980
XC Track Asst.	2,574	2,680	2,780	2,890	3,010	3,130
Track (Indoor)-Head B&G	3,276	3,410	3,540	3,680	3,830	3,980
Indoor Track Asst.	2,574	2,680	2,780	2,890	3,010	3,130
Baseball-Head	4,211	4,380	4,560	4,740	4,930	5,130
Baseball Asst.	3,276	3,410	3,540	3,680	3,830	3,980
Tennis - Head	3,276	3,410	3,540	3,680	3,830	3,980
Tennis Asst.	3,276	3,410	3,540	3,680	3,830	3,980
Bowling-Head	2,574	2,680	2,780	2,890	3,010	3,130
Bowling Asst.	2,574	2,680	2,780	2,890	3,010	3,130
Soccer-Head	4,211	4,380	4,560	4,740	4,930	5,130
Soccer Asst.	3,276	3,410	3,540	3,680	3,830	3,980
Cheerleader	4,211	4,380	4,560	4,740	4,930	5,130
Drillette	2,574	2,680	2,780	2,890	3,010	3,130
Majorette	2,574	2,680	2,780	2,890	3,010	3,130
Softball-Head	4,211	4,380	4,560	4,740	4,930	5,130
Soccer Asst.	3,276	3,410	3,540	3,680	3,830	3,980
Volleyball-Head B&G	3,276	3,410	3,540	3,680	3,830	3,980
Volleyball Asst.	2,574	2,680	2,780	2,890	3,010	3,130
Swimming-Head B&G	3,276	3,410	3,540	3,680	3,830	3,980
Swimming Asst. B&G	2,574	2,680	2,780	2,890	3,010	3,130
Wrestling Head	4,211	4,380	4,560	4,740	4,930	5,130
Wrestling Asst.	3,276	3,410	3,540	3,680	3,830	3,980

## **SCHEDULE D**

### **Co-Curricular and Extra-curricular Activities**

#### **High School Advisors**

**Sept. 1, 2003- Aug. 31, 2008**

<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>General</b>
Fund Director	2,632	2,740	2,850	2,960	3,080	3,200
Class Advisor 9	877	920	950	990	1,030	1,070
Class Advisor 10	1,053	1,100	1,140	1,190	1,240	1,290
Class Advisor 11	1,696	1,760	1,830	1,900	1,980	2,060
Class Advisor 12	2,632	2,740	2,850	2,960	3,080	3,200
Yearbook - Art	1,813	1,890	1,960	2,040	2,130	2,220
Yearbook - Literary	1,813	1,890	1,960	2,040	2,130	2,220
Debate	1,404	1,460	1,520	1,580	1,650	1,720
Sch Play Advisor	1,462	1,520	1,580	1,640	1,710	1,780
Play Dir.	1,170	1,220	1,270	1,320	1,380	1,440
Press Staff Advisor	1,404	1,460	1,520	1,580	1,650	1,720
School Newspaper	1,345	1,400	1,460	1,520	1,580	1,650
Band Advisor	1,579	1,640	1,710	1,780	1,850	1,930
Band Camp Inst.	1,170	1,220	1,270	1,320	1,380	1,440
AV Advisor	1,111	1,160	1,200	1,250	1,300	1,350
Choral Advisor	1,462	1,520	1,580	1,640	1,710	1,780
Student Council Advisor	1,053	1,100	1,140	1,190	1,240	1,290
National Honor Society	1,053	1,100	1,140	1,190	1,240	1,290
Gifted & Talented Advisor	1,228	1,280	1,330	1,390	1,450	1,510
Rogate Co-ordinator	1,930	2,010	2,090	2,170	2,260	2,350
Intramural	1,930	2,010	2,090	2,170	2,260	2,350
Special Olympics Adv (Fall)	1,579	1,640	1,710	1,800	1,850	1,930
Asst.	1,111	1,160	1,200	1,250	1,300	1,360
Special Olympics Adv (Spring)	1,579	1,640	1,710	1,780	1,850	1,930
Asst.	1,111	1,150	1,200	1,250	1,300	1,360
Special Olympics School Co-ord	936	980	1,010	1,050	1,100	1,150
Junior Police Advisor	994	1,030	1,070	1,110	1,160	1,210
Junior Squad Advisor	994	1,030	1,070	1,110	1,160	1,210
Elementary Yearbook Advisor	1,170	1,220	1,270	1,320	1,380	1,440

**Any assistant coach who succeeds a head coach should be placed at the top of the appropriate salary guide, providing he has at least two years experience as an assistant.**

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;

IN WITNESS WHEREOF, the said parties have set their hands and seals or caused these presents to be signed and their proper seals to be hereto affixed the day and year first above written.

The Board of Education of the City of Union  
City, Hudson County

By: .....  
(President)

Witnessed .....  
(Secretary)

The Union City Education Association, Inc.

By: .....  
(President)

Witnessed: .....  
(Secretary)

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## Important Phone Numbers

Absence Call In .....201-348-5678  
.....201-271-2291  
.....201-348-5091

Your Pin# .....

Insurance Benefits .....201-392-8330

Payroll .....201-348-2758

Superintendent .....201-348-5851

Personnel .....201-348-5850

UniServ Regional Office .....201-861-1266

N.J.E.A. ....1-609-599-4561

Pension Information .....1-609-777-1777

Liberty Savings Federal .....1-201-659-3900

Credit Union

Horizon Blue Cross/Blue Shield

Medical

Group# (00-87471)

Phone# .....1-800-355-2583

Dental

Group# (96315-00)

Phone# 1-800-4-Dental

NPA (Prescription) Group# 480

Phone# .....1-800-467-2006

NVA (Vision) Group#182

Phone# .....1-800-672-7723

First Managed Care Option

Workman's Compensation

If you get hurt on the job, call

1-800-831-9531

HELP LINE

1-866-AID-NJEA