

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**

ESP

INSTRUCTIONAL (Cont.)

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PREAMBLE

This Agreement entered into this 1st day of July, 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

- A. Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel and non-instructional personnel.
- B. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classification set forth in Schedule "A" attached hereto and made a part hereof.
- C. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.
- D. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.
- E. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, pro-

fessional or lay, whether or not a member. Each party will provide to the other within reasonable time, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

- F. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulation of the parties will operate retroactively unless expressly so stated.

Article 2

RECOGNITION

- A. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of employees in the classifications set forth in Schedule "A", except for confidential employees, attached hereto and made a part hereof for the duration of this agreement.
- B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to male employees shall include female employees.
- C. Unless otherwise indicated, the terms "he," "his," or "him" when used hereinafter in this Agreement, shall refer to both male and female employees.

Article 3

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board agrees to enter into collective negotiations with the legally designated bargaining agent of the employees over a successor Agreement in accordance with Chapter 123 Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment of said employees. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. 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 party making the proposals shall submit such proposals in writing to the other party. Receipt of a proposal shall be acknowledged in writing within (five) 5 days. 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. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. 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.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. 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 employees involved are free from assigned 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.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. 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.

- F. 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 reasonable confidentiality be maintained by both parties.
- G. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

Article 4

GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a dispute by an Employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting employees' terms and conditions of employment.
- 2. An "aggrieved person" is an employee, employees or the Association, directly affected by a grievance.
- 3. The "parties of the grievance" are:
 - a. The person or persons making the grievance.
 - b. The person or persons representing the aggrieved individual or individuals.
 - c. The person or persons to whom the grievance applies.
 - d. The person or persons who are representing the individual or individuals against whom the grievance is presented.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of disputes concerning the rights of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

C. Procedure

The ESP grievance procedure shall be parallel to that set forth in the Instructional grievance procedure, Article 4.C.

D. Rights of Employees 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 an employee 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 there at.

E. Miscellaneous

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

Article 5

EMPLOYEE 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 employee or to the Board such rights as 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 advantage except for inefficiency or other 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 employee is requested to appear before the Board, or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of 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 of the Association present to advise him and represent him during such meeting or interview. Any suspension of an employee pending charges shall be with pay except in the case of a serious infraction.
- E. No employee 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 an employee or his job performance shall be made in confidence and not in the presence of students, parents, other employees or at public gatherings.
- G. The personal life of an employee is not an appropriate concern for attention of the Board except as it may directly prevent the employee from performing properly his assigned functions during the workday.

H. Personnel Records

1. An employee shall have the right, upon request, to review the contents of his personnel file.
2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signa-

ture in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Board Secretary 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 employee's inspection.
- I. Final evaluation of an employee 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 employee after severance or otherwise than in accordance with the procedure set forth in this Article.

Article 6

ASSOCIATION RIGHTS AND PRIVILEGES

All rights and privileges of the Association as enumerated within Instructional Article 6 shall accrue as if duplicated herein as ESP Article 6.

Article 7

SALARY AND HOURS OF WORK

- A. The salaries of all employees covered by this agreement are set forth in Schedule "B".
- B. Any employee employed prior to January 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. Employees employed after January 1 but prior to June 30 shall remain in Step 1 of salary schedule for the next year of employment.

C. Work Schedule

1. The regular work week shall be: Monday to Friday, thirty-five (35) hours or the regular school day for Secretaries and Clerks; forty (40) hours for custodians and maintenance men. Overtime will be paid after forty (40) hours for all categories at the rates set forth in Schedule "C" of this agreement.
2. All unit employees listed in Schedule A shall continue to receive a duty-free lunch in accordance with present practice, except high school and elementary Teacher Aides, who shall receive a fifty minute duty-free lunch and one preparation period daily.
3. Employees called-in before or after regular work hours for emergencies shall receive a minimum of two (2) hours of overtime pay for call-back hours which are not contiguous to their normal work day. This minimum shall not apply to time worked immediately prior to or immediately following the employee's scheduled work day.

D. Method of Payment

1. Ten month employees will be paid in twenty (20) equal semi-monthly installments, and twelve month employees in twenty-four (24) equal semi-monthly installments.
2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay on the last previous working day.
3. Pay checks are to be available prior to lunch hour.

- E. Not later than July 31st., all unit employees shall be given written notice of their salary, accumulated sick days, years of service, and their salary guide status on the applicable salary guide for the forthcoming work year.

F. Night Shift

1. Night shift custodians will begin work at 3:00 p.m. and end at 11:00 p.m., including one half (1/2) hour for lunch.
2. The above-defined night shift shall constitute a 35 hour work week and all hours beyond 35 hours shall be considered as overtime. Night shift custodians shall be paid regular pay as if they worked 40 hours.
3. Vacation schedules and times will remain the same for custodians working on the night shift.
4. During summer months, the night shift shall be assigned to the day shift schedule.
5. Selection of night shift custodians shall be done in the following manner:
 - a. Volunteers will be solicited
 - b. Should no volunteers come forth, the custodians with the *least seniority* as defined in the negotiated agreement shall be assigned to the night shift.
 - c. Should there be an excess of volunteers, the custodians with the *most seniority* who have volunteered will be given preference.
 - d. A day boiler man can volunteer and be assigned to night shift provided there is a custodian during the day to assume the boiler man functions.
6. There shall be no authorization for overtime for Sunday boiler check. Said Sunday check, when necessary, shall be part of the boiler man's regular duties.

Boiler checks shall be rotated among black seal holders on a building basis.

- G. Employees are expected to report to work on time. Lateness should be avoided. The third lateness shall result in a written reminder by the principal or other site

supervisor. Upon the fourth lateness and all subsequent lateness, a loss of twenty-five (\$25) dollars shall be sustained by the employee.

Article 8

TRANSFER AND REASSIGNMENT

- A. Employees desiring a change in employment shall make their request in writing to the proper administrator.
- B. The proper administrator shall discuss the transfer with the employee and/or his representative and shall make the final assignment in writing before transfer takes place.
- C. In the event of transfer or reassignment to a lesser paying job, salary shall be determined as provided in Article 16 section B3, of this Agreement.

Article 9

VACANCIES AND NEW POSITIONS

- A. Notice of all vacancies of employees covered by this contract shall be posted in each school by the proper administrator within ten (10) days of:
 - 1. Receipt of a letter of resignation.
 - 2. Official Board action vacating a position or creating a new position within the school system.
- B. The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same, and shall be posted at all work stations. All such non-instructional postings shall be consecutively numbered and preceded with the letters NI.

- C. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.
- D. All qualified personnel shall be given adequate opportunity to make application within the time frame established by the posting and no position shall be filled until all properly submitted applications have been considered.
- E. Custodians, maintenance employees, and cleaning personnel shall receive no more than three (3) successive yearly fixed-term contracts. If an employee is renewed following the third such annual contract, it shall be for a non-fixed term. Any nonrenewal shall be for just cause and subject to the grievance procedure set forth herein.

Article 10

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from duty of any employee because of personal disability due to illness or injury, or because he has been excluded from school by the school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his immediate household.
- B. All employees shall be allowed sick leave with full pay pursuant to the schedule below: All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years.

C. ALLOWANCE FOR PERSONAL ILLNESS

Salary Schedule Experience	Full Pay
1) 1 to 10 years experience	a total of 10 days
(12 month employees	a total of 12 days)
2) 10 years plus 1 day through	
15 years inclusive	a total of 15 days
3) 15 years plus 1 day through	
20 years inclusive	a total of 20 days
4) over 20 years	a total of 25 days

In C3 and C4 above, - only the first 15 days per year shall be accumulated as provided in Paragraph B of this Article, and the extra days shall be applied only after credited accumulated days are exhausted. (Note: NJSA 18A: 30-7.)

D. After accumulated days are exhausted, the following language shall apply:

1. For the first use of non-cumulative additional sick leave the employee shall not experience any loss of pay.

2. On the 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.

3. On the third occasion of use, the employee shall receive full pay following a one week loss of pay.

4. On the fourth or subsequent use the employee shall receive full pay following a two week loss of pay.

5. The Board, at its sole discretion, may grant additional leave upon showing of good cause.

E. The Board of Eductaion may at its own discretion extend the above sick leave policy in individual cases.

F. All employees shall receive credit for sick leave accumulated in their former school of employment up to a maximum of twenty (20) days.

G. All days referred to are working days.

H. Regular employees must call a telephone machine or answering service between 4:00 PM and 7:00 AM (or other hours appropriate to night shift employees) to report unavailability for work. Phone 348-5678. For failure to call in, a \$25.00 fine shall result after the third and other subsequent infractions in any one work year.

I. A doctor's certificate may be required to be submitted to the Board Secretary in any of the following cases of absence:

1. personal illness of five (5) consecutive days or more;
2. Long duration;
3. frequent occurrence;
4. pattern absences.

J. 1. Employees, upon full service retirement, shall receive compensation for all unused accumulated sick leave days in the amount of one-half of one day's pay for each unused sick leave day. One day's pay for 10 month employees is defined as one two-hundredths ($1/200$) of the employees final annual salary. One day's pay for 12 month employees is defined as one two hundred twenty-fifth ($1/225$) of the employee's final 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.

2. Employees, upon resignation, and who have been continuously employed for a minimum of three full years, shall be compensated for unused accumulated sick leave days at the rate of \$30.00 for each unused sick day.

3. In the event of death before retirement or resignation, the employee's estate shall receive payment according to the appropriate formulas described above.

Article 11

OTHER LEAVE

- A. As of the beginning of 1971-72 school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made in writing 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. Time necessary for appearances in any legal proceeding, subject to approval by the Superintendent or Board Secretary.
 3. Up to five (5) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister-in-law, sister, grandparent and any other member of the immediate household. Employees shall be granted up to one (1) day in the event of death of a relative outside the immediate family as defined above.
 4. Up to five (5) days for the purpose of marriage and honeymoon.
 5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
 - 6a. Up to five (5) days at any one time for serious illness for mother, father, husband, wife or child. Leave may be granted for other persons not listed, subject to approval by the Superintendent or Board Secretary. Serious

illness shall be defined as in the Federal Family and Medical Leave Act of 1993.

- b. Normal vaginal childbirth shall not be considered a "serious illness" for the purposes of Paragraph 6.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 6.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 child-birth requires the presence of the family member shall be required to allow the fourth and fifth day(s) of leave under Paragraph 6.a. above
7. Time necessary for Jury Duty
8. 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 Board Secretary within one (1) week of the conference or convention.
9. Time during which a quarantine is imposed.
10. Other leaves of absence with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- C. Military leave without pay shall be granted to any employee 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.

D. 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 employee 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 employee, recommendation of the Superintendent, and the approval of the Board, an employee may return from child-rearing leave at an earlier date than that which had been established in the leave approval.
2. Any employee 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 employee 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 the 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 pregnancy.
5. Effective July 1, 1993 in the event a child-rearing leave is requested following birth or adoption, only one (1) member of a married couple employed by the Union City Board of Education will be granted a leave pursuant to this Article.

- E. The Board agrees that up to two (2) employees 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 and its affiliates.
- F. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps or Vista.
- G. Other leaves of absence without pay may be granted by the Board for good reason.
- H. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- I. All extensions or renewals of leaves shall be applied for and granted in writing.
- J. Employees on leave must notify the Board of their intent to return to work ninety (90) days prior to the scheduled date of return.

Article 12

EMPLOYEE IMPROVEMENT

- A. In an attempt to provide the most efficient and economical work force possible, the Board agrees:
 - 1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions or other such sessions which an employee is requested by the Administration to take.
 - 2. To cooperate with the Association in arranging in-service courses, workshops, and programs designed to improve the quality of work performed by its employees.

3. When non-instructional personnel attend Board approved workshops for purpose of increasing efficiency in their jobs, the Board shall pay the registration fee up to \$20.00 for a maximum of twenty-five (25) people per year.

B. Teacher Aides

1. The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with the attainment of up to sixty (60) Superintendent-approved college credits or an Associate's Degree.
2. Aides subsequently hired as certified teachers will receive initial credit on the teachers salary guide of one step for each two full years of service to the district as a teacher aide.

Article 13

INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for family-plan insurance coverage.
 1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:
 - a. Hospital 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 children up through the age of 23 for those children who are in post secondary institutions.
 - e. Optical plan - Equivalent to NJEA Uniserv Staff Vision Service Plan

- f. Prescription Program
 - 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 employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the employee 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 employee a description of the health-care insurance coverage as provided by the carrier.
 - D. Double 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 14

VACATIONS

A. Each employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is outlined below.

First and second year	11 Days
3rd year through 5th year	16 Days
Over 5 years	21 Days

1. In lieu of a fifth (5) vacation week, each employee with 11 years or more of work experience in the Union City system shall receive one half of their Bi-Monthly salary payment to be received no later than June 30th.
 2. Prior to the completion of the first year of employment, vacation days shall accrue in accordance with Paragraph D below.
 3. Vacation days may not be taken during the five (5) work days preceding the opening of school in September.
- B. The vacation period shall be optional from July 1 to September 1. Wherever possible, seniority in the choice of vacations shall prevail.
- C. Vacation Schedule does not apply to ten (10) month employees.
- D. Should any non-instructional employee retire or resign during any work year, the employee shall be entitled to a pro-rated vacation for that work year, according to length of service in district, to be determined by dividing the number of months in the employee's work year into the total number of vacation days accruing to that employee in the work year of retirement or resignation, multiplied by the number of months actually worked by the employee in that work year. This provision does not affect any accumulated vacation from previous work years.

- E. During the summer recess (day after last day of school to day prior to first day of school), work hours for all non-instructional staff shall remain the same as during the regular school year.
- F. All vacations shall be utilized in the accrued year. The Maximum allowed which may be accrued is \$20,000. Those who have days accrued in excess of this amount may not accrue any additional vacation time. At retirement no more than \$20,000 shall be paid on the amount of accumulated vacation time except for those who have accumulated in excess of that amount as of September 1, 1995. Those who have accumulated more than \$20,000 maximum amount at that time may not be compensated more than that amount (i.e. The grandfathered amount) at time of retirement.
1. All vacation banks are frozen at their September 1, 2003, levels. No additional vacation days may be banked.
 2. Upon retirement or seperation from service, the maximum individual em-ployee vacation bank value is twenty thousand dollars (\$20,000), calculated at a daily rate of 1/225th of the employee's final salary. All vacation days in excess of this dollar amount must be consumed by the employee prior to separation.
- G. All terminated or non-renewed non-tenured twelve-month employees shall be required to utilize any accrued vacation time prior to the effective date of termination or last day of scheduled work. Any accrued vacation days in excess of the period of notification shall be paid to the terminated or non-renewed employee.

Article 15
HOLIDAYS

A. All ten (10) month employees will follow the school calendar when school is in session.

1. All twelve (12) month employees shall receive the following paid holidays:

INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY
NEW YEAR'S EVE
NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENTS' DAY
GOOD FRIDAY
MEMORIAL DAY
TWO (2) DAYS FOR NJEA CONVENTION

2. During the school year, in periods of extended vacations (four (4) or more work days in a single span of time), twelve (12) month employees may at the discretion of the Board be granted additional days off subject to the approval of the principal of their building or thier immediate superior, provided said principal or superior has indicated to the Board that the assigned work for the holiday period has been effectively completed.

This shall affect all twelve (12) month employees as listed under Schedule B.

3. Should a holiday fall on a weekend or other non-work day, that holiday shall be given on an alternate day, at the discretion of the Board Secretary, to be exercised in the current work year.

4. On one session days, all custodians and maintenance staff shall work full days.

Article 16

SENIORITY AND JOB SECURITY

- A. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he:
1. resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.
 2. is laid off for more than thirteen (13) consecutive calendar months.
- B. In the event of a departmental or work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved.
1. At least three (3) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an opportunity, to be exercised within said three (3) days, to fill such vacancy. If he requests appointment to such vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one (1) appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, than the laid-off employees with the highest seniority shall be first assigned to the vacancies involved.
 2. In the event that there is no such vacancy, then the laid off employee shall, within said three (3) day period, be entitled to displace

the appointed employee with the least seniority in the same classification in any other work location in the department, or at his option, he may displace the appointed employee with the least seniority in a lesser classification provided the displaced employee has less seniority than he and provided he is capable of performing the work with the same efficiency as the appointed employee whom he seeks to replace.

3. In the event of involuntary transfers to a lesser paying job, pay should be frozen until appropriate step of salary guide is reached, but at no time shall such employee suffer a reduction in salary. In the event of voluntary transfer to a lesser paying job, the lower pay scale will apply.
4. The Board of Education shall furnish to each such laid off employee before said three (3) day period, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he shall be in a position promptly to exercise his rights under subparagraph 2, above.
5. Each appointed employee who is displaced shall similarly have three (3) days from the date of notice of his displacement to exercise his seniority rights, as set forth in subparagraphs 1 and 2 above.
- C. Displacing appointed employees who have accepted assignments to vacancies in classifications lower than the classification they held immediately prior to the occasions which resulted in their displacing other employees shall be entitled to follow procedures as outlined in Article 9, Section D.
- D. In the event that within one (1) year from the date of his layoff a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in

a lesser classification in the same line of work in the department, a laid off employee shall be entitled to recall thereto in the order of his seniority.

- E. Notice of recall shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the Director of the department involved, in writing, whether or not he recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within (5) days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.
- F. Seniority shall not be accumulated during the period of lay-off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off.
- G. Five (5) days' notice of lay off shall be given to appointed employees involved, except where the appointed employee with the least seniority is displaced under Section E thereof.
- H. An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance under Article 4 hereof. In the event that no written grievance is filed within said time, the lay-off or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

- I. All notices of examinations for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such examination notice shall be sent to the Association.

Article 17

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. Employees 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, employees and property.
- B. Employees 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 an employee 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/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee. 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 employee while acting in the discharge of his duties.

2. If criminal or civil proceedings are brought against an employee alleging that he committed an assault in connection with his employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings and the Board shall furnish same.
3. When absence arises out of or from such assault or injury, the employee 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 an employee 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. Employees 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 Board Secretary who shall comply with any reasonable request from the employee for information in the possession of the Board Secretary relating to the incident or the Board attorney shall act as liason between the employee, the police and the courts.

- F. The Board shall reimburse employees for any loss, damage, or destruction of clothing or personal property of the employee while on duty in the school, on the school premises, or on a school-approved activity provided such loss is not due to the employee's negligence, nor to his intentional or malicious action.

Article 18

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Local Association, the County Education Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9c) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Local Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- B. 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. 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 19

DELIVERIES

- A. All material shall be delivered inside buildings, whenever possible.
- B. Summer deliveries shall not be made after 3 P.M., if possible.

Article 20

EMERGENCY SITUATIONS

- A. Accidents occurring in school should be reported to the Superintendent with a carbon copy to the Board Secretary.
- B. If a building is evacuated, no personnel shall be required to return to the building until clearance is given by the Police and Fire Departments.

Article 21

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 judgment and descretion 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 22

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 23

MISCELLANEOUS

- A. 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 employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give full force and effect as Board policy.
- C. Except as this Agreement shall 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.
- D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter at the following addresses:

1. If by Association, to the Secretary,
Union City Board of Education
3912 Bergen Turnpike, Union City
New Jersey 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.

Article 24

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 25

DURATION

The provisions of this Agreement shall be effective as of July 1, 2003 and shall remain in full force and effect until June 30, 2005, and shall automatically renew for an additional term of July 1, 2005, through June 30, 2008, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article 3 of this Agreement.

SCHEDULE A
UNIT DEFINITION

This contract to cover all:

Aides
Attendance Officers
Bookkeepers
Cafeteria Personnel
Clerks
Drivers
Janitorial Staff-Full and Part Time Matrons
Maintenance Personnel
Office Personnel
Playground Overseers - Full and Part Time K.
Secretaries
Security Guards
Insurance Administrator
Transportation Director/
 Assistant Transportation Director
Plumbers, Electricians, Carpenters
Medical Administrator
Food Services Coordinator/
 Safety Coordinator/Purchasing Agent
Administrative Assistants
 Tech. Support Specialist
Evening Watchman
Residency Verification Officer
Leisure Time Coordinator and Leader

SCHEDULE B
NON-INSTRUCTIONAL SALARY GUIDES

CUSTODIANS (12 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	20,604	21,218	21,764	22,342	22,878	23,382
2	20,804	21,418	21,964	22,542	23,078	23,582
3	21,004	21,624	22,164	22,742	23,278	23,782
4	21,204	21,830	22,375	22,942	23,478	23,982
5	21,404	22,035	22,586	23,159	23,678	24,182
6	21,604	22,241	22,797	23,375	23,899	24,382
7	21,804	22,447	23,008	23,592	24,120	24,608
8	22,740	23,411	23,996	24,604	25,156	25,664
9	23,654	24,352	24,961	25,593	26,167	26,695
10	24,900	25,635	26,275	26,941	27,545	28,102
11	26,146	26,917	27,590	28,290	28,924	29,508
12	27,390	28,198	28,903	29,636	30,300	30,912
13	28,913	29,766	30,510	31,284	31,985	32,631
14	30,432	31,330	32,113	32,927	33,665	34,345
15	31,957	32,900	33,722	34,577	35,352	36,066
16	33,739	34,734	35,603	36,505	37,323	38,077
17	35,760	36,815	37,735	38,692	39,559	40,358
18	37,278	38,378	39,337	40,334	41,238	42,071
19	38,799	39,944	40,942	41,980	42,921	43,788
20	40,325	41,515	42,552	43,631	44,609	45,510
21	42,841	44,105	45,207	46,353	47,392	48,350
22	45,357	46,886	48,578	50,375	52,290	54,329

**ELECTRICIANS/PLUMBERS/CARPENTERS
SCHOOL TECH SUPPORT SPECIALIST
(12 MONTHS)**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	29,035	30,839	33,200	35,837	40,740	42,625
2	30,150	31,039	33,400	36,037	40,940	42,825
3	31,841	32,780	33,600	36,237	41,140	43,025
4	33,676	34,669	35,536	36,437	41,340	43,225
5	37,551	38,659	39,625	40,630	41,540	43,425
6	38,655	39,795	40,790	41,824	42,762	43,625
7	39,759	40,932	41,955	43,019	43,983	44,871
8	40,863	42,068	43,120	44,213	45,204	46,117
9	41,967	43,205	44,285	44,408	46,425	47,363
10	43,071	44,342	45,450	46,602	47,647	48,609
11	44,175	45,664	47,312	49,063	50,927	52,913

Foreman of Maintenance with a minimum of five (5) years experience shall receive an extra stipend of twelve thousand dollars (\$12,000) per year.

AIDES (10 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	16,655	17,049	17,386	17,745	18,067	18,361
2	16,755	17,249	17,586	17,945	18,267	18,561
3	16,855	17,352	17,786	18,145	18,467	18,761
4	16,955	17,455	17,892	18,345	18,667	18,961
5	17,055	17,558	17,997	18,453	18,867	19,161
6	17,155	17,661	18,103	18,562	18,977	19,361
7	17,255	17,764	18,208	18,670	19,088	19,474
8	17,992	18,523	18,986	19,467	19,903	20,305
9	18,717	19,269	19,751	20,252	20,705	21,124
10	19,702	20,283	20,790	21,317	21,795	22,235
11	20,687	21,297	21,830	22,383	22,885	23,347
12	21,669	22,308	22,866	23,446	23,971	24,455
13	22,818	23,491	24,078	24,689	25,242	25,752
14	23,964	24,671	25,288	25,929	26,510	27,045
15	25,108	25,849	26,495	27,167	27,775	28,336
16	26,253	27,027	27,703	28,405	29,042	29,629
17	27,373	28,181	28,885	29,617	30,281	30,893
18	28,531	29,373	30,107	30,870	31,562	32,200
19	29,668	30,543	31,307	32,100	32,820	33,483
20	30,815	31,724	32,517	33,341	34,089	34,777
21	32,933	33,905	34,752	35,633	36,432	37,168
22	35,050	36,231	37,539	38,928	40,407	41,983

60 College credits and/or associates degree: \$3,000 Additional

ATTENDANCE OFFICERS (10 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	24,980	25,723	26,382	27,077	27,719	28,321
2	25,180	25,923	26,582	27,277	27,919	28,521
3	25,380	26,129	26,782	27,477	28,119	28,721
4	25,580	26,335	26,993	27,677	28,319	28,921
5	25,780	26,541	27,204	27,894	28,519	29,121
6	25,980	26,746	27,415	28,110	28,740	29,321
7	26,180	26,952	27,626	28,326	28,961	29,546
8	26,380	27,158	27,837	28,543	29,182	29,772
9	26,580	27,364	28,048	28,759	29,404	29,998
10	26,780	27,570	28,259	28,976	29,625	30,223
11	26,980	27,776	28,470	29,192	29,846	30,449
12	27,180	27,982	28,681	29,408	30,067	30,675
13	28,799	29,649	30,390	31,160	31,858	32,502
14	30,867	31,778	32,572	33,398	34,146	34,836
15	32,935	33,907	34,754	35,635	36,434	37,170
16	35,003	36,036	36,936	37,873	38,722	39,504
17	37,071	38,165	39,119	40,110	41,009	41,838
18	39,139	40,294	41,301	42,348	43,297	44,172
19	41,207	42,423	43,483	44,585	45,585	46,505
20	43,275	44,552	45,665	46,823	47,872	48,839
21	45,343	46,681	47,848	49,061	50,160	51,173
22	47,418	49,016	50,785	52,665	54,666	56,798

MAINTENANCE (12 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	22,704	23,380	23,980	24,615	25,201	25,752
2	22,904	23,580	24,180	24,815	25,401	25,952
3	23,104	23,786	24,380	25,015	25,601	26,152
4	23,304	23,991	24,591	25,215	25,801	26,352
5	23,504	24,197	24,802	25,431	26,001	26,552
6	23,704	24,403	25,013	25,647	26,222	26,752
7	23,904	24,609	25,224	25,864	26,443	26,978
8	24,104	24,815	25,435	26,080	26,665	27,203
9	24,304	25,021	25,646	26,297	26,886	27,429
10	25,584	26,339	26,997	27,682	28,302	28,874
11	26,866	27,659	28,350	29,069	29,720	30,320
12	28,143	28,973	29,698	30,450	31,133	31,762
13	29,668	30,543	31,307	32,100	32,820	33,483
14	31,196	32,116	32,919	33,754	34,510	35,207
15	33,276	34,258	35,114	36,004	36,811	37,555
16	35,356	36,399	37,309	38,255	39,112	39,902
17	37,436	38,540	39,504	40,505	41,413	42,250
18	39,516	40,682	41,699	42,756	43,714	44,597
19	41,596	42,823	43,894	45,006	46,015	46,944
20	43,676	44,964	46,089	47,257	48,316	49,292
21	45,756	47,106	48,283	49,507	50,617	51,639
22	47,834	49,446	51,231	53,127	55,145	57,296

BUS DRIVERS (10 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	21,724	22,371	22,946	23,554	24,117	24,646
2	21,924	22,571	23,146	23,754	24,317	24,846
3	22,124	22,777	23,346	23,954	24,517	25,046
4	22,324	22,983	23,557	24,154	24,717	25,246
5	22,524	23,188	23,768	24,371	24,917	25,446
6	22,724	23,394	23,979	24,587	25,138	25,646
7	22,924	23,600	24,190	24,803	25,359	25,872
8	23,124	23,806	24,401	25,020	25,581	26,097
9	23,324	24,012	24,612	25,236	25,802	26,323
10	24,551	25,275	25,907	26,564	27,159	27,708
11	25,778	26,538	27,202	27,891	28,517	29,093
12	27,008	27,805	28,500	29,222	29,877	30,481
13	28,149	28,979	29,704	30,457	31,139	31,768
14	29,350	30,216	30,971	31,756	32,468	33,124
15	30,435	31,333	32,116	32,930	33,668	34,348
16	31,575	32,506	33,319	34,164	34,929	35,635
17	33,098	34,074	34,926	35,812	36,614	37,354
18	34,239	35,249	36,130	37,046	37,876	38,641
19	35,379	36,423	37,333	38,280	39,137	39,928
20	36,519	37,596	38,536	39,513	40,399	41,215
21	38,671	39,812	40,807	41,842	42,779	43,643
22	40,823	42,199	43,722	45,340	47,063	48,898

**ADMINISTRATIVE ASSISTANT/PARENT LIAISON
(12 MONTHS)**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	22,026	23,499	24,940	26,219	28,086	30,712
2	23,020	23,699	25,140	26,419	28,286	30,912
3	24,014	24,722	25,340	26,619	28,486	31,112
4	24,787	25,518	26,156	26,819	28,686	31,312
5	26,112	26,882	27,554	28,253	28,886	31,512
6	28,099	28,928	29,651	30,403	31,084	31,712
7	28,982	29,837	30,583	31,358	32,061	32,709
8	29,777	30,655	31,422	32,218	32,940	33,606
9	30,859	31,769	32,564	33,389	34,137	34,827
10	32,074	33,020	33,846	34,704	35,481	36,198
11	34,447	35,463	36,350	37,271	38,106	38,876
12	35,684	36,737	37,655	38,610	39,475	40,272
13	36,512	37,589	38,529	39,506	40,391	41,207
14	37,622	38,732	39,700	40,707	41,619	42,459
15	41,275	42,493	43,555	44,659	45,680	46,582
16	42,675	43,934	45,032	46,174	47,209	48,162
17	43,975	45,272	46,404	47,580	48,647	49,629
18	47,669	49,075	50,302	51,577	52,733	53,798
19	49,175	50,626	51,891	53,207	54,399	55,498
20	49,900	51,372	52,656	53,991	55,201	56,316
21	51,600	53,339	55,264	57,309	59,487	61,807

MEDICAL ADMINISTRATOR (12 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	37,357	40,049	42,690	45,463	50,285	52,277
2	39,096	40,249	42,890	45,663	50,485	52,477
3	40,834	42,039	43,090	45,863	50,685	52,677
4	42,573	43,829	44,925	46,063	50,885	52,877
5	44,312	45,805	47,459	49,215	51,085	53,077

ASSISTANT TRANSPORTATION DIRECTOR (12 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	27,528	29,829	31,190	32,640	34,180	35,825
2	28,224	31,825	33,190	34,640	36,180	37,825
3	28,919	33,825	35,190	36,640	38,180	39,825
4	29,615	35,825	37,190	38,640	40,180	41,825
5	30,310	37,825	39,190	40,640	42,180	43,825

INSURANCE ADMINISTRATOR (12 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	27,434	28,671	29,848	31,103	32,825	34,737
2	28,044	28,871	30,048	31,303	33,025	34,937
3	28,665	29,511	30,248	31,503	33,225	35,137
4	29,301	30,165	30,920	31,703	33,425	35,337
5	30,396	31,293	32,075	32,888	33,625	35,537
6	31,665	32,599	33,414	34,261	35,029	35,737
7	33,561	34,551	35,415	36,313	37,126	37,876
8	34,676	35,699	36,591	37,519	38,360	39,135
9	35,793	36,849	37,770	38,728	39,595	40,395
10	36,911	38,000	38,950	39,937	40,832	41,657
11	38,027	39,149	40,128	41,145	42,067	42,917
12	39,143	40,298	41,305	42,352	43,301	44,176
13	40,260	41,448	42,484	43,561	44,537	45,437
14	41,377	42,598	43,663	44,769	45,773	46,697
15	42,493	43,747	44,840	45,977	47,007	47,957
16	43,609	44,895	46,018	47,184	48,242	49,216
17	44,726	46,045	47,197	48,393	49,477	50,477
18	45,843	47,195	48,375	49,602	50,713	51,738
19	49,692	51,367	53,221	55,190	57,287	59,522

**DIRECTOR OF TRANSPORTATION
SECURITY GUARDS
(12 MONTHS)**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	30,202	31,583	32,739	34,303	36,217	38,204
2	30,872	31,783	32,959	34,503	36,417	38,404
3	31,557	32,488	33,300	34,703	36,617	38,604
4	32,258	33,210	34,040	34,903	36,817	38,804
5	33,462	34,449	35,310	36,205	37,017	39,004
6	34,737	35,760	36,653	37,585	38,427	39,204
7	36,816	37,902	38,850	39,834	40,727	41,550
8	37,931	39,163	40,142	41,160	42,083	42,933
9	39,048	40,427	41,438	42,489	43,440	44,318
10	40,165	41,694	42,737	43,821	44,802	45,707
11	41,282	42,957	44,031	45,147	46,159	47,091
12	42,398	44,221	45,327	46,476	47,517	48,477
13	43,513	45,486	46,624	47,805	48,876	49,864
14	44,631	46,751	47,919	49,135	50,236	51,250
15	45,748	48,015	49,215	50,463	51,593	52,636
16	46,897	49,280	50,512	51,792	52,953	54,022
17	47,981	50,544	51,807	53,120	54,310	55,408
18	49,097	51,809	53,104	54,450	55,670	56,794
19	53,219	56,387	58,423	60,585	62,887	65,339

**SEC/BKK SPECIALIST
CLERK/SCHOOL SECRETARIES
(12 MONTHS)**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	23,641	24,344	24,969	25,628	26,237	26,809
2	23,841	24,544	25,169	25,828	26,437	27,009
3	24,041	24,750	25,369	26,028	26,637	27,209
4	24,241	24,956	25,580	26,228	26,837	27,409
5	24,441	25,162	25,791	26,445	27,037	27,609
6	24,641	25,368	26,002	26,661	27,259	27,809
7	24,841	25,574	26,213	26,878	27,480	28,035
8	25,905	26,669	27,336	28,029	28,657	29,236
9	26,945	27,740	28,433	29,154	29,808	30,410
10	28,365	29,202	29,932	30,691	31,378	32,012
11	29,784	30,663	31,429	32,226	32,948	33,614
12	31,201	32,121	32,924	33,759	34,516	35,213
13	32,342	33,296	34,128	34,994	35,778	36,501
14	33,486	34,474	35,336	36,231	37,043	37,792
15	34,621	35,642	36,533	37,459	38,299	39,073
16	35,760	36,815	37,735	38,692	39,559	40,358
17	36,905	37,994	38,944	39,931	40,826	41,650
18	38,041	39,163	40,142	41,160	42,082	42,932
19	39,182	40,338	41,346	42,394	43,345	44,220
20	40,707	41,908	42,956	44,044	45,032	45,941
21	42,227	43,473	44,560	45,689	46,713	47,657
22	45,771	47,313	49,021	50,835	52,767	54,825

**BUSINESS OFFICE/SPECIALIST CLERK
ADMINISTRATIVE CLERK
(12 MONTHS)**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	21,216	21,848	22,410	23,005	23,555	24,073
2	21,416	22,048	22,610	23,205	23,755	24,273
3	21,616	22,254	22,810	23,405	23,955	24,473
4	21,816	22,460	23,021	23,605	24,155	24,673
5	22,016	22,665	23,232	23,821	24,355	24,873
6	22,216	22,871	23,443	24,037	24,576	25,073
7	22,416	23,077	23,654	24,254	24,797	25,298
8	23,374	24,064	24,665	25,290	25,857	26,379
9	24,315	25,032	25,658	26,309	26,898	27,441
10	25,596	26,351	27,010	27,695	28,315	28,887
11	26,876	27,669	28,361	29,080	29,731	30,332
12	28,160	28,991	29,715	30,469	31,152	31,781
13	29,295	30,159	30,913	31,697	32,407	33,062
14	30,422	31,319	32,102	32,916	33,654	34,334
15	31,575	32,506	33,319	34,164	34,929	35,635
16	32,718	33,683	34,525	35,400	36,194	36,925
17	33,861	34,860	35,731	36,637	37,458	38,215
18	34,998	36,030	36,931	37,867	38,716	39,498
19	37,076	38,170	39,124	40,116	41,015	41,843
20	39,154	40,309	41,317	42,364	43,314	44,188
21	41,232	42,448	43,510	44,613	45,612	46,534
22	43,311	44,771	46,387	48,103	49,931	51,878

**CLEANING PERSONNEL
(12 MONTHS)**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	9,152	9,325	9,470	9,627	9,767	9,893
2	9,252	9,525	9,670	9,827	9,967	10,093
3	9,353	9,629	9,870	10,027	10,167	10,293
4	9,452	9,731	9,974	10,227	10,367	10,493
5	9,552	9,834	10,080	10,335	10,567	10,693
6	9,652	9,937	10,185	10,443	10,677	10,893
7	9,752	10,040	10,291	10,552	10,788	11,006
8	9,955	10,249	10,505	10,771	11,013	11,235
9	10,496	10,806	11,076	11,357	11,611	11,846
10	11,363	11,698	11,991	12,295	12,570	12,824
11	12,234	12,595	12,910	13,237	13,534	13,807
12	13,101	13,487	13,825	14,175	14,493	14,788
13	13,967	14,379	14,739	15,112	15,451	15,763
14	14,868	15,307	15,689	16,087	16,448	16,780
15	15,754	16,219	16,624	17,046	17,428	17,780
16	16,894	17,392	17,827	18,279	18,689	19,066
17	18,034	18,566	19,030	19,513	19,950	20,353
18	19,176	19,822	20,538	21,298	22,107	22,969

***MATRONS
(10 MONTHS)***

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	12,158	12,561	12,934	13,340	13,923	16,417
2	12,395	12,761	13,134	13,540	14,123	16,617
3	12,636	13,009	13,334	13,740	14,323	16,817
4	12,884	13,264	13,596	13,940	14,523	17,017
5	13,309	13,702	14,044	14,400	14,723	17,217
6	15,433	15,888	16,285	16,698	17,073	17,417
7	16,171	16,648	17,064	17,497	17,889	18,250
8	17,102	17,607	18,047	18,504	18,919	19,301
9	17,287	17,797	18,242	18,704	19,123	19,510
10	18,040	18,572	19,036	19,519	19,956	20,360
11	20,795	21,408	21,944	22,500	23,004	23,469
12	21,590	22,227	22,783	23,360	23,884	24,366
13	22,578	23,244	23,825	24,429	24,977	25,481
14	23,608	24,304	24,912	25,544	26,116	26,644
15	24,639	25,366	26,000	26,659	27,257	27,807
16	25,673	26,430	27,091	27,778	28,400	28,974
17	25,705	26,463	27,125	27,812	28,436	29,010
18	28,527	29,488	30,553	31,683	32,887	34,170

**LIBRARY SPECIALIST CLERK
(10 MONTHS)**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	19,512	19,991	20,401	20,836	21,227	21,585
2	19,612	20,191	20,601	21,036	21,427	21,785
3	19,712	20,294	20,801	21,236	21,627	21,985
4	19,812	20,396	20,906	21,436	21,827	22,185
5	19,912	20,499	21,012	21,545	22,027	22,385
6	20,012	20,602	21,117	21,653	22,138	22,585
7	20,112	20,705	21,223	21,761	22,249	22,698
8	20,212	20,808	21,328	21,869	22,359	22,811
9	21,018	21,638	22,179	22,741	23,251	23,721
10	22,132	22,785	23,355	23,947	24,483	24,978
11	23,246	23,932	24,530	25,152	25,716	26,235
12	24,356	25,075	25,701	26,353	26,943	27,488
13	25,493	26,245	26,901	27,583	28,201	28,771
14	26,629	27,415	28,100	28,812	29,458	30,053
15	27,773	28,592	29,307	30,050	30,723	31,344
16	28,914	29,767	30,511	31,825	31,986	32,632
17	30,054	30,941	31,714	32,518	33,247	33,918
18	31,196	32,116	32,919	33,754	34,510	35,207
19	32,335	33,289	34,121	34,986	35,770	36,493
20	34,611	35,632	36,523	37,449	38,288	39,061
21	36,887	37,975	38,925	39,911	40,806	41,630
22	39,166	40,486	41,947	43,499	45,152	46,913

CLERK
(10 MONTHS)

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	17,871	18,301	18,669	19,061	19,412	19,733
2	17,971	18,501	18,869	19,261	19,612	19,933
3	18,071	18,604	19,069	19,461	19,812	20,133
4	18,171	18,707	19,175	19,661	20,012	20,333
5	18,271	18,810	19,280	19,769	20,212	20,533
6	18,371	18,913	19,386	19,877	20,323	20,733
7	18,471	19,016	19,491	19,985	20,433	20,846
8	19,263	19,831	20,327	20,842	21,309	21,740
9	20,037	20,628	21,144	21,680	22,166	22,613
10	21,093	21,715	22,258	22,822	23,334	23,805
11	22,147	22,800	23,370	23,963	24,500	24,995
12	23,070	23,751	24,344	24,961	25,521	26,036
13	24,343	25,061	25,688	26,339	26,929	27,473
14	25,487	26,239	26,895	27,577	28,195	28,764
15	26,627	27,412	28,098	28,810	29,456	30,051
16	27,773	28,592	29,307	30,050	30,723	31,344
17	28,914	29,767	30,511	31,285	31,986	32,632
18	30,054	30,941	31,714	32,518	33,247	33,918
19	31,196	32,116	32,919	33,754	34,510	35,207
20	33,016	33,990	34,840	35,723	36,523	37,261
21	35,476	36,523	37,436	38,385	39,245	40,038
22	37,935	39,213	40,629	42,132	43,733	45,439

**FOOD SVC COORD/SAFETY COORD
PURCHASING AGENT/TECH SUPPORT SPEC.
(12 MONTHS)**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	38,864	42,106	45,241	48,498	51,902	55,165
2	41,094	42,306	45,441	48,698	52,102	55,365
3	43,252	44,528	45,641	48,898	52,302	55,565
4	45,378	46,717	47,885	49,098	52,502	55,765
5	47,641	49,046	50,273	51,547	52,702	55,965
6	49,766	51,234	52,515	53,846	55,053	56,165
7	52,215	53,755	55,099	56,496	57,762	58,929
8	53,238	54,809	56,179	57,603	58,894	60,083
9	54,282	55,883	57,280	58,732	60,049	61,262
10	55,346	56,979	58,403	59,884	61,226	62,462
11	56,430	58,095	59,547	61,057	62,425	63,686
12	58,406	60,129	61,632	63,195	64,611	65,916
13	60,390	62,172	63,726	65,341	66,806	68,155
14	62,337	64,176	65,780	67,448	68,959	70,352
15	64,771	66,682	68,349	70,081	71,652	73,099
16	65,400	67,604	70,044	72,636	75,396	78,337

*Supervisor of Attendance
Officers/Residency Verification
Officer: \$10,000*

**EVENING WATCHMAN
RESIDENCY VERIFICATION OFFICER**

Step	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
1	22,862	23,924	25,177	26,486	27,652	28,800
2	23,433	24,124	25,377	26,686	27,852	29,000
3	24,238	24,953	25,577	26,886	28,052	29,200
4	25,034	25,773	26,417	27,086	28,252	29,400
5	25,720	26,479	27,141	27,829	28,452	29,600
6	26,405	27,184	27,864	28,570	29,210	29,800
7	27,091	27,890	28,587	29,312	29,969	30,574
8	27,777	28,596	29,311	30,054	30,728	31,349
9	28,920	29,773	30,517	31,291	31,992	32,639
10	30,063	31,076	32,198	33,389	34,658	36,010

**BREAKFAST, LUNCH,
AFTERSCHOOL PROGRAMS**

Breakfast, Lunch, After School Programs rates as follows:

03/04	\$12.00
04/05	\$12.00
05/06	\$12.50
06/07	\$12.50
07/08	\$13.00

SCHEDULE C

1. LONGEVITY PROGRAMS

After the completion of three (3) years of service	2%
After the completion of five years (5) of service	4%
After the completion of eight (8) years of service	6%
After the completion of eleven (11) years of service	8%
After the completion of fifteen (15) years of service	10%

2. OVERTIME RATES (after 40 hours per week)

Weekdays--1 1/2 x basic hourly rate
Saturdays--1 1/2 x basic hourly rate
Sundays--2 x basic hourly rate
Holidays--2 x basic hourly rate

3. CLOTHING ALLOWANCES

a. All custodians, maintenance personnel and bus drivers shall receive an initial issue of three (3) three (3) piece uniforms. Two (2) such three-piece uniforms will be issued yearly thereafter. Maintenance personnel shall receive heavier duty material apropos to their positions. Each uniform issued shall consist of the following:

- One (1) pair of pants
- One (1) long-sleeved shirt
- One (1) short-sleeved shirt
- Three (3) T-shirts
- One (1) hat

b. Each custodian and maintenance man will be reimbursed eighty dollars (\$80.00) toward the purchase of work shoes.

c. The Board will purchase rain gear for custodial work, one (1) each of sizes small, medium and large for each school, which shall remain the property of the Board. Rain gear will not be replaced every year.

d. Cafeteria personnel and matrons will be issued two (2) uniforms each year.

- e. One extra uniform for painters has been agreed upon.
4. Ten month non-instructional personnel who are asked to work after schools have closed in June shall be paid at the rate of 1/200th (one two hundredreth) of their annual salary for each day so worked. 5. Each custodian who secures or now possesses a low pressure boiler license shall receive at time of securement of said license a \$800.00 increase in salary over and above his regular salary and any other salary differentials.
 5. Each Bus Driver shall be issued a communication device subject to the following provisions:
 - a. Drivers will take the devices home daily and keep them fully charged, utilizing a charger and battery provided by the Board.
 - b. Drivers shall sign for and be responsible for the devices.
 - c. Drivers shall be subject to appropriate discipline for the negligent loss, damage, or destruction of the device. Said discipline may consist of, but is not necessary limited to, a fine covering the cost of repair or replacement of the device, whichever is appropriate, to the extent that said loss, damage, or destruction is not reimbursed through insurance. Should such fines be imposed, it shall be deducted, if feasible, from the paycheck(s) of the driver involved.
 - d. The devices are to be utilized only for legitimate Board of Education business. Any other uses of the devices shall subject the driver(s) to appropriate discipline.
 - e. Drivers shall be compensated in amount of one and one-half (1.5) hours of overtime each week or part thereof for the proper care and maintenance of the devices.

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 should 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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