

N 0228  
THIS AGREEMENT,

Made the \_\_\_\_\_ day of \_\_\_\_\_

THIS BOOK DOES  
NOT CIRCULATE , 1969.

Between

The Board of Education of the City of Union City, Hudson County, party of the first part hereinafter known as the Board

and

The Union City Education Association, the duly recognized, exclusive representative for collective negotiation, of all teachers, nurses, counsellors, and heads of departments, employed by the Board, in conformance with Chapter 303, Public Laws of 1968, as amended (N.J.S.A. 13A-1 et seq), hereinafter referred to as the Association

Witnesseth: that the said Board and the said Association agree to abide by the provisions of this Agreement, which provisions constitute the consideration for entering this Agreement, for a term of two (2) years commencing September 1, 1969 and terminating August 31, 1971, said provisions being:

I Term

the term of this Agreement shall be two (2) years commencing September 1, 1969 and terminating August 31, 1971

II Salary Guide

UNION CITY BOARD OF EDUCATION, UNION CITY, NEW JERSEY SALARY GUIDE FOR TEACHERS AND NURSES EFFECTIVE SEPTEMBER 1, 1969

YEARS	BA	BA+15	BA+30 or MA	MA+15	DOCTORATE EQUIV or MA+30
Minimum	6,600	6,800	7,000	7,200	7,400
Maximum	10,600	10,800	11,100	11,300	11,600
0	6,600	6,800	7,000	7,200	7,400
1	7,000	7,200	7,400	7,600	7,800
2	7,400	7,600	7,800	8,000	8,200
3	7,800	8,000	8,200	8,400	8,600
4	8,200	8,400	8,600	8,800	9,000
5	8,600	8,800	9,000	9,200	9,400

YEARS	BA	BA+15	BA+30 or MA	MA+15	DOCTORATE EQUIV or MA+30
6	9,000	9,200	9,400	9,600	9,800
7	9,400	9,600	9,800	10,000	10,200
8	9,800	10,000	10,200	10,400	10,600
9	10,200	10,400	10,600	10,800	11,100
10	10,600	10,800	11,100	11,300	11,600

LONGEVITY SCHEDULE FOR PROFESSIONAL PERSONNEL EFFECTIVE  
SEPTEMBER 1, 1969 (reflecting Longevity and Salary)

15	10,750	10,950	11,250	11,450	11,750
20	10,850	11,050	11,350	11,550	11,850
25	10,950	11,150	11,450	11,650	11,950
30	11,050	11,250	11,550	11,750	12,050
35	11,150	11,350	11,650	11,850	12,150
40	11,250	11,450	11,750	11,950	12,250

SPECIAL EDUCATION TEACHERS

Min.	7,000	7,200	7,400	7,600	7,800
Max.	11,000	11,200	11,500	11,700	12,000

UNION CITY BOARD OF EDUCATION, UNION CITY, NEW JERSEY  
SALARY GUIDE FOR TEACHERS AND NURSES EFFECTIVE SEPTEMBER 1, 1970

YEARS	BA	BA+15	BA+30 or more	MA	MA+15	DOCTORATE EQUIV or MA+30
Minimum	7,200	7,400	7,600	7,800	8,000	8,200
Maximum	11,400	11,600	11,800	12,100	12,300	12,600
0	7,200	7,400	7,600	7,800	8,000	8,200
1	7,600	7,800	8,000	8,200	8,400	8,600
2	8,000	8,200	8,400	8,600	8,800	9,000
3	8,400	8,600	8,800	9,000	9,200	9,400
4	8,800	9,000	9,200	9,400	9,600	9,800
5	9,200	9,400	9,600	9,800	10,000	10,200
6	9,600	9,800	10,000	10,200	10,400	10,600
7	10,000	10,200	10,400	10,600	10,800	11,100

<u>YEARS</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30 or more</u>	<u>MA</u>	<u>MA+15</u>	<u>DOCTORATE EQUIV or MA+30</u>
8	10,400	10,600	10,800	11,100	11,300	11,600
9	10,900	11,100	11,300	11,600	11,800	12,100
10	11,400	11,600	11,800	12,100	12,300	12,600

LONGEVITY SCHEDULE FOR PROFESSIONAL PERSONNEL EFFECTIVE  
SEPTEMBER 1, 1970 (including Longevity and Salary)

15	11,650	11,850	12,050	12,350	12,550	12,850
20	11,750	11,950	12,150	12,450	12,650	12,950
25	11,850	12,050	12,250	12,550	12,750	13,050
30	11,950	12,150	12,350	12,650	12,850	13,150
35	12,050	12,250	12,450	12,750	12,950	13,250
40	12,150	12,350	12,550	12,850	13,050	13,350

SPECIAL EDUCATION TEACHERS

Minimum	7,600	7,800	8,000	8,200	8,400	8,600
Maximum	11,800	12,000	12,200	12,500	12,700	13,000

SALARY GUIDE FOR DEPARTMENT HEADS AND COUNSELORS EFFECTIVE  
SEPTEMBER 1, 1969

<u>Ratio</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>Ph.D. or M.A.+30</u>
1.15	\$12,760	\$12,990	\$13,340

SALARY GUIDE FOR DEPARTMENT HEADS AND COUNSELORS EFFECTIVE  
SEPTEMBER 1, 1970

<u>Ratio</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>Ph.D. or M.A.+30</u>
1.15	\$13,910	\$14,140	\$14,490

LONGEVITY

<u>YEARS OF SERVICE</u>	<u>1969-70</u>	<u>1970-71</u>
15	Add --- \$150	Add--- \$250
20	250	350
25	350	450
30	450	550
35	550	650
40	650	750

All counselors and department chairmen shall be placed on the ratio guides above effective September 1, 1969, and September 1, 1970, providing they have served in this capacity for three (3) school years and meet all other requirements for maximum salary.

Longevity additions to base salary will follow the schedule listed above.

#### INCENTIVES

Effective September 1, 1969, counselors and department heads taking courses toward an earned degree, may apply for reimbursement of tuition at the rate of \$20.00 per credit for all courses in which a grade B or better is earned, with the understanding that the accumulated reimbursement shall be payable upon completion of all requirements for the degree, certified by the college or university conferring the degree, with no limit on number of credits earned in a single year.

Effective September 1, 1969, a counselor or department head who earns a doctorate degree shall receive an additional \$500.00 as salary beginning in the school year immediately following completion of all requirements for the doctorate degree. This must be certified by the college or university conferring the degree.

#### INCENTIVES

A. Effective September 1, 1969, teachers taking courses toward an earned advanced degree, may apply for reimbursement of tuition at the rate of \$20.00 for credits for all courses in which a grade B or better is earned, with the understanding that the accumulated reimbursement shall be payable upon completion of all requirements for the degree as certified by the College or University conferring the degree, with no limit on number of credits earned in a single year.

B. Effective September 1, 1969, a teacher who earns a doctorate degree shall receive an additional \$500.00 as salary beginning in the school year immediately following completion of all requirements for the doctorate degree as certified by the College or University conferring the degree.

### III Negotiation Procedure

A. The Board agrees to enter into collective negotiations with the legally designated bargaining agent of the teachers over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. 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 teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.

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

D. 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 meeting, 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. 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 nor otherwise detract from any teacher benefit existing prior to its effective date, including, but not limited to, health insurance, maternity leave, sabbatical leave, sick leave, etc.

F. 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.

#### IV Grievance Procedure

Procedures to be followed for the presentation, consideration and resolution of grievance and proposals of employees of the Board of Education of the City of Union City in the County of Hudson:

A. For the purpose of these procedures, the term "grievance" shall mean any dispute between an employee or a group of employees of this Board and the Board concerning salaries or other compensation, working or other conditions of employment, matters of personal policy and discrimination of any kind or proposals regarding any of the foregoing.

B. 1. As to Grievances of Individual employees

a. The employee shall discuss his grievance with the principal of his school in an attempt to resolve the grievance informally. If, after such discussion, the matter is not resolved to the satisfaction of the employee within five school days, he shall communicate his decision to the employee in writing within five school days after the receipt of the written complaint. If the principal's decision does not settle the grievance to the satisfaction of the employee then,

b. The employee may appeal the decision 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. Such appeal must be filed within five school days after receipt by the employee of the decision of the principal. Within ten (10) school days after the conclusion of such conference or conferences, the Superintendent shall communicate his decision in writing to the employee and the principal.

c. If the Superintendent's decision does not satisfactorily settle the grievance, the employee may within ten (10) school days receipt of the Superintendent's decision request a review by the school governing committee or in the case of a janitorial employee by the committee on Buildings, Operations and Maintenance. Such request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the said committee. The committee shall review the grievance, hold a hearing with the employee, if requested by the latter and render its decision in writing to the employee and to the Secretary of the Board of Education within thirty (30) days after receipt of the request for a review. Within fifteen (15) days (calendar) thereafter, the Board of Education shall in writing affirm or reverse the decision of the Committee and shall notify the employee of its decision in writing. The entire Board may also, in its decision and at its discretion and within the fifteen (15) day period, hold a hearing on the grievance.

d. Nothing contained herein shall limit the rights of an employee to appeal the decision of the Board in a manner provided by law (Chapter 303 Laws 1968).

e. The Association shall establish a screening committee, which committee shall review any individual grievance prior to its being submitted to the Board or any committee thereof and if in the opinion of the Association the grievance

has merit it shall inform the Board and the grievance shall be submitted as set forth in paragraph c and if in the opinion of the Association the grievance has no merit, the proceedings shall terminate except that the individual may continue as set forth as provided in paragraph c.

## 2. As to Groups of Employees

a. When a group or organization of employees desires to present a grievance or a matter concerning personnel policy, salaries, working conditions or other conditions or service, it shall submit a request for a preliminary meeting to the Superintendent of Schools, which shall be in writing and shall set forth the matter or matters which the group or organization desires to present.

Within ten (10) school days after receipt of such written notice, the Superintendent shall meet with representatives of the group or organization and discuss the requests submitted to them.

b. Within ten (10) school days after the final meeting with the Superintendent with the representatives of the group or organization, the Superintendent shall report in writing to the appropriate committee of the Board of Education upon the discussion and if he deems it advisable, his recommendations with regard thereto...

c. Within ten (10) school days after receipt of the request from the Superintendent, the chairman of the committee of the Board to whom the Superintendent has reported shall arrange for a meeting of his committee with representatives of the group or association. The said committee and the representatives of the group or association shall discuss the requests made by the latter and within ten (10) school days after the conclusion of such meeting or meetings, the chairman of the committee shall report to the Board of Education on its findings and recommendations.

d. Within ten (10) school days after the receipt of the committee's report, the Board of Education shall meet with the representatives of the group or Association and shall discuss the requests of the latter. The Board of Education shall advise the group or organization of its decision with regard to the requests made within ten (10) school days after the final meeting.

e. Nothing contained herein shall limit the rights of an employee group to appeal the decision of the Board in a manner provided by law (chapter 303 Laws 1968).

## C. General Provisions

1. The parties 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.

2. No employee who has presented or participated in a grievance in accordance with the procedures herein set forth shall suffer any restraint, interference, coercion, discrimination or reprisal by the Board as the result of having done so.

3. Where a group or organization presents a grievance or matter concerning personnel policy, salaries, working conditions or other conditions of service, it shall submit with its grievance or request, a list of the individual employees whom it purports to represent and the names of the person or persons who will represent such group or organization at all proceedings herein outlined.

4. 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.

#### V. Association Rights and Privileges

A. 1. The board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all past Board meetings, school census data, names and addresses 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.

2. If NJEA, upon request of the Association, reviews and comments upon any information the Board provides, the Association shall make known such comments or evaluations within a reasonable period of time.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in 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 on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, provided that one (1) week's written notice be given to the Superintendent and approval be obtained from the Board.

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) week's written notice be given to the Superintendent and approval be obtained from the Board. 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 unreasonable withheld.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, excluding dry copy

machines. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and damage to said equipment through negligent use.

F. The Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board, subject to the supplier's approval.

G. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each faculty 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.

H. The Association shall have the right to use within reason (does not include bulk mail) the inter-school mail facilities and school mail boxes as it deems necessary and with the approval of building principals or other members of the administration and that approval shall not be unreasonably withheld.

I. The Board shall grant leave to the President of the Association, or another officer designated by him, during their term in office, said combined leaves not to exceed ten (10) days, in a single school year, for the purposes of attending N.E.A. and affiliates' conferences, conventions and important meetings to U.C.E.A. business and educational gains for Union City. These days shall be without loss in pay.

J. The U.C.E.A. will be invited to reasonably participate in all orientation programs for new teachers in September.

K. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations, for the term of this Agreement.

L. Officers of the Association and its various Committee members (not to exceed a total of 9) shall be permitted to attend City Commission meetings, pertinent to school funds, which are held during business hours. They shall be excused from their duties to attend said meetings and shall give two (2) days advance written notice to the Superintendent of Schools.

M. The Association, through its President at his or her home address, shall receive advance written notice of full agendas for:

1. The Board of Education monthly public meetings, at least three (3) days in advance, said agenda subject to last minute changes;

2. Negotiation meetings of the Association and the Board, or between their respective representatives, if the Board calls such meetings.

## VI Teachers Rights

A. The Board agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates or other employee organizations for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of New Jersey or the Constitutions of New Jersey and the United States; also, the Board shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any legitimate activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any 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 such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

C. No teacher 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 remain confidential until such time as a final decision is reached, and shall be subject to the grievance procedure set forth herein.

D. Whenever any teacher is required to appear before the superintendent, Board or any committee or member thereof concerning any matter which could directly have an adverse effect on 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 of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, which pin or identification shall be the duly authorized seal of the said association.

## VII Academic Freedom

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting 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, and educational responsibility.

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

## VIII The Teacher's Responsibility and Planning

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 subject(s) 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.

## IX Community Involvement

Teachers should be active in the cultural, social and public affairs of the community in which they work. This involvement, a voluntary one, should exemplify the best in citizenship because the teacher has a special obligation as a model for youth.

## X Teacher Evaluation

A. Teachers shall be given a copy of their rating or any other written evaluation of their work prepared by their supervisors and shall have the right to discuss such rating or evaluation with their superiors before it is submitted to the central administration or put in their personnel files, provided that such request for discussion is made within five (5) school days after the teacher receives a copy of the rating or evaluation and has signed one copy thereof as having been read.

B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

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

D. During the period of this Agreement the superintendent shall meet with his staff and teacher representatives with the view toward developing teacher evaluation procedures.

E. Teachers shall only be evaluated by persons certified by the State of New Jersey to supervise instruction.

## XI 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. To work toward the ends stated above, the Board agrees to implement the following at the beginning of the 1969-70 school year:

1. To cooperate with the Association in arranging in-service courses, workshops, conference, and programs designed to improve the quality of instruction.

2. To pay reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions sponsored by the Board.

C. 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 obligation upon every teacher to seek the fullest development of his ability to help all children.

#### XII Faculty Council - Curriculum Involvement

A. The Board of Education and the Union City Teachers Association agree that monthly faculty meetings within each school should enable teachers to talk about their concerns and problems and to participate in decisions affecting their own welfare and the education of the children in the classrooms. Areas of concern shall include, but not be limited to, curriculum, instructional materials, personnel practices, promotions, and extra-curricular activities.

To carry out this idea, the agenda for faculty meetings should reflect what is uppermost in the mind of teachers. It is agreed that a faculty council elected by the entire staff should be the vehicle for transmitting the ideas and feelings of teachers into a viable agenda, worked out in advance with the principal in each school.

B. In order to provide a direct line of communication between teachers and the administration, and to stimulate and strengthen student growth and development, the superintendent of schools will be authorized to organize city-wide task groups for elementary education and secondary education, representing administrators, supervisors and classroom teachers.

C. The superintendent of schools and/or his designated representative shall be ex-officio members of each Faculty Council. Further, the superintendent shall be kept apprised of the workings and recommendations of each Faculty Council. He shall receive copies of all agendas and minutes of the meetings within reasonable time.

#### XIII Textbooks and Instructional Materials

A. The Board agrees that it will provide sufficient textbooks to insure that each pupil in the classroom has use of copies of assigned textbooks as may be appropriate and required.

B. Teachers who use particular textbooks and other instructional materials shall be directly involved with supervisors and department heads in making the initial recommendation for the purchase of additional textbooks and other instructional materials or selection of new materials.

## XIV Teacher Facilities

A. By the beginning of the 1969-70 school year, each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A private pay telephone in each school;
3. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach;
4. Adequate chalkboard and bulletin board space in every classroom;
5. A complete and unabridged dictionary in every classroom;
6. Adequate books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility;
7. Suitable storage space for each teacher's personal clothing and teaching supplies;
8. All materials necessary for opening school shall be ordered for September 1 delivery of each school year.

B. Upon request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunch-room areas, subject to availability of said machines.

## XV School Calendar and Teaching Hours

Although the "teacher day" defines only the period a teacher must spend in school, every teacher--regardless of this 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 waking hours.

The teacher has the responsibility of putting maximum effort into every teaching situation.

Article 1. The school week shall be five (5) days and no longer than thirty-five (35) hours, including all assignments and duty free lunch period.

Article 2. The in-school work year of teachers employed on a ten (10) month basis shall not exceed five (5) days beyond the normal period of 180 school days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which a teacher's attendance is required.

Article 3. It is agreed that there shall be established, within thirty (30) days of the commencement of this agreement, a joint committee of the Association and the Board or its representatives to undertake a complete study of extra curricular activities. The committee shall investigate all aspects of the present program including, but not limited to, scheduling of such activities, compensation, etc.

## XVI Teacher Work Load

A. 1. Wherever practicable the maximum daily teaching load in the high school shall be five (5) teaching periods. Assignment to a supervised study hall shall not be considered a teaching period.

2. Wherever practicable the daily teaching load in the elementary schools shall provide for one free period a day.

3. Department heads shall not be assigned more than three (3) student instruction-supervision periods each day, and shall be excused from regular study hall duties and home-room 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.

4. Regular classroom teachers in the high schools shall not be required to change subject area teaching stations more than two (2) times during the school day, wherever practicable.

B. 1. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings, not to exceed three (3) each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time.

2. The notice of and agenda for any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, subject to last minute changes. Teachers shall have the opportunity to suggest items for the agenda.

## XVII Class Size

The goal for class size will be not in excess of thirty (30) pupils. Immediate steps will be taken to assure that no academic class will be maintained at a level in excess of thirty-five (35) pupils for the 1969-70 school year. Good educational policy dictates that an effort be made to further reduce these figures.

## XVIII Specialists

A. The Board and the Association recognize that an adequate number of competent specialists is essential to the operation of an effective educational program. Whenever, in the opinion of the Board, it is educationally necessary and economically feasible, the Board will provide increased services requiring the employment of specialists in remedial reading, music, speech therapy, etc. in the elementary and secondary schools.

B. The number of specialists presently employed by the Board shall not be reduced during the term of this Agreement.

## XIX Substitutes

The Board and the Association agree to work toward the eventual elimination of the use of regular classroom teachers

as substitutes. Beginning with the 1969-70 school year, the Board agrees at all times to maintain an adequate list of substitute teachers. Teachers must call a telephone answering service between 4 P.M. and 7:30 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.

#### XX Non-Teaching Duties

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach. The Board will endeavor to keep non-teaching duties within limits which are educationally sound and economically feasible.

B. 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.

#### XXI Teacher Employment

A. Except in the case of emergency, the Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment. Effective September 1, 1969, even in the case of emergency, a person so hired after that date will be required to obtain a bachelor's degree within a reasonable period of time. Failure to do so will result in termination of employment.

B. 1. Each teacher shall be placed on his proper step of the salary guide as of the beginning of the 1969-70 school year in accordance with paragraph 2 below.

2. Effective September 1, 1969, credit on the teacher salary guide for up to three (3) years experience shall be given for previous outside teaching experience in a duly accredited public school upon initial employment in accordance with the provisions of the agreed to salary guide.

C. 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 Peach Corps, Vista or National Teacher Training Corps work and time spent on a Fulbright Scholarship.

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, in the discretion of the Superintendent of Schools, 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.

## XXII Teacher Assignment

A. Not later than July 15, 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.

B. Every teacher has the obligation to accept assignment to teach children from all walks of life and all levels of classes within his certification and competence. Further, every teacher has the responsibility to devote complete effort and expertise to every teaching assignment. Nothing contained in this article shall limit the applicability of any other article in this Agreement.

## XXIII 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 nonteaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the superintendent. Summer school and evening school openings shall be publicized not later than the preceding May 1 and June 1 respectively and teachers shall be notified of the action taken not later than June 1 and October 1, respectively. Home teaching openings shall be posted as they occur.

B. In filling such positions, the superintendent shall give consideration to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Union City School District; and when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during previous years. Teachers employed in the Union City School District shall have priority to such assignments before appointment to applicants from outside the district.

## XXIV Voluntary Transfers and Reassignments

A. No later than May 1 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.

B. 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 not later than May 15. 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.

C. In the determination of requests for voluntary re-assignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis in fact.

## XXV Involuntary Transfers and Reassignments

A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

B. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Union City School District, length of service in the particular school building, and other relevant factors, including among other things, existing laws and rules, shall be considered in determining which teacher is to be transferred or reassigned.

## XXVI 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:

1. When school is in session, a notice shall be posted as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted; and in no event less than fifteen (15) school days before such date. 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.

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 such position. The 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 any event no less than fourteen (14) days before such date. In addition, the superintendent shall, within the same time period, post a list of promotional positions.

B. For all promotional positions, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth, as in the manual. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore.

C. 1. All qualified teachers shall be given adequate opportunity to make application for such positions and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background, attainments, and other relevant factors of all applicants. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board.

2. Appointments shall be made not later than one hundred and twenty (120) days after the notice is posted in the schools or the giving of notification to the interested teachers. 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.

#### XXVII Protection of Teachers, Students and Property

A. 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 reasonable cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

B. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in discharge of his duties.

2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.

C. 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 persons involved and upon the advice of the Board's attorney shall act in appropriate ways as liaison between the teacher, the police, and the courts.

D. 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.

E. A school nurse shall be scheduled to be in each elementary and high school building for the entire school day.

F. 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-sponsored activity provided such loss is not due to the teacher's negligence, nor to his intentional or malicious action.

G. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment, provided such injury was not caused by his intentional or malicious action.

#### XXVIII Temporary Leaves of Absence

A. As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Two (2) days leave of absence of 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. Application to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. Up to three (3) days per school year for observance of religious holidays, where said observance prevents the teacher from working on said days.

3. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Subject to the approval of the Superintendent. Approval shall not be denied but for just reason.

4. 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 of the Superintendent.

5. Time necessary for jury duty.

6. 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, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. 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 of the Union City School District, the Superintendent shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

7. 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.

8. 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 teacher is entitled.

XXXIX Deduction From Salary

The Board agrees to deduct from teachers' salaries money for local, county, 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 the Association. Any teacher may have such deductions discontinued according to the State Department of Education rules concerning A.P.D.

XXXI Use of State and Federal Funds

When additional state aid and/or Federal funds become available the Union City Education Association shall be notified of the amount and disposition of such funds.

XXXI Miscellaneous Provisions

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. 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.

C. Any individual contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with this Agreement. This Agreement, during its duration, shall be controlling.

D. 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.

And it is further, acknowledged by the parties signing this instrument that they are aware of the contents of this twenty-one page Agreement and each and every page thereof and that the official communication from the Association to the Board representing the acceptance of this Agreement by the membership of the Association shall be annexed hereto and made a part hereof;

And it is further understood and agreed that the provisions of this Agreement shall be binding on the parties hereto, their legal representatives, assigns and/or successors;

In Witness Whereof, the said parties have set their hands and seals or caused these presents to be signed <sup>and</sup> their proper seals to be hereto affixed the day and year first above written.

Witnessed:

Peter P. Savarino

Peter P. Savarino,  
Secretary

Lydia Pieroni

Lydia Pieroni,  
Secretary

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

Patrick Musto  
Patrick Musto,  
President

The Union City Education  
Association

Thomas Highton  
Thomas Highton,  
President

State of New Jersey ) SS:  
County of Hudson )

BE IT REMEMBERED, that on this 7<sup>th</sup> day of February, 1969, before me, the subscriber, an attorney of New Jersey, personally appeared Lydia Pieroni who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of the Union City Education Association named in the within Instrument; that Thomas Highton is the President of said Association, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the membership of the Association; that deponent well knows that said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Association, in presence of deponent, who thereupon subscribed her name thereto as attesting witness

Sworn to and subscribed before me, )  
the date aforesaid. )

Thomas Highton )  
Lydia Pieroni )

State of New Jersey ) SS:  
County of Hudson )

BE IT REMEMBERED, that on this 13<sup>th</sup> day of February, 1969, before me the subscriber, an attorney of New Jersey, personally appeared Peter P. Savarine, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of the Board of Education of the City of Union City, Hudson County named in the within Instrument; that Patrick Musto is the President of said Board, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Board in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn and Subscribed before me, )  
the date aforesaid. )

Thomas Highton )  
Peter P. Savarine )  
Attorney at Law of New Jersey

AGREEMENT

Between:

The Board of Education of  
City of Union City, Hudson

and

The Union City Education  
Association

Dated,

Expires, August 31, 1971