

AIDE - PER DIEM SUBSTITUTES

**AGREEMENT BETWEEN THE BOARD OF
EDUCATION OF THE CITY OF NEWARK
AND THE NEWARK TEACHERS UNION,
LOCAL 481 A.F.T./AFL-CIO**

JULY 1, 1991 - JUNE 30, 1994



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1991-92

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The provisions of the State Mediators recommendations not covered by the Mayor's statement of April 16, 1971, or by the provisions agreed upon April 17 or 18, shall be incorporated into the contract without changing the explicit meaning thereof.

All of the suggestions of the mayor which are contained in his statement of April 16, which have not otherwise been agreed upon shall be incorporated into the contract without changing the explicit meaning of such suggestions.

DECLARATION OF INTENT

The Board and the Union declare their intent to cooperate in their common aims to achieve educational excellence in the Newark School System, and in the achievement of that objective recognize the fundamental necessities of the children and the legitimate expectations of the community.

AGREEMENT

This agreement is made and entered into effect as of the 1st day of July 1991 by and between THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "Board") and the NEWARK TEACHERS UNION LOCAL 481, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Union").

The expired agreement July 1, 1991, June 30, 1994 shall be renewed for a period of three years effective July 1, 1991.

The provisions of the expired agreement shall be renewed except insofar as changed, modified, replaced or supplemented by the items mutually signed as agreed upon in the negotiations immediately prior to and resulting in the adoption of this agreement by the Board and the Union.

ARTICLE 1 - RECOGNITION

SECTION 1. The Board recognizes the Union as the sole exclusive bargaining agent pursuant to Chapter 303 of the Laws of the State of New Jersey known as the New Jersey Employee-Employee Relations Act, for the purpose of collective negotiations concerning the terms and conditions of employment for the following categories: per diem substitutes with 30 days non-consecutive service in the same position, who are not Board appointed, teachers aides, school aides, community aides, attendance aides, and senior community aides, but excluding all other employees and supervisors.

SECTION 2. The term "employee" as hereinafter used means a person employed by the Board in any of the positions listed as being represented by the Union in Section 1 of this Article. In such instances where a provision applied only to certain categories of employment and not to others, the specific title of the category of the employment shall be applicable and exclusive to said title and category.

SECTION 3. The Union agrees to represent equally all members of the above defined unit.

ARTICLE II--NON-DISCRIMINATING CLAUSE

SECTION 1. The parties agree to follow a policy of not discriminating against any employee or applicant for employment on the basis of race, color, creed, national origin, ancestry, sex or marital status, or membership or participation in or association with the activities of any employee organization.

SECTION 2. The Board agrees that employment application forms and oral interview procedures shall contain no reference to applicant's membership in any employee organization.

ARTICLE III--GRIEVANCE PROCEDURE

The prompt, informal and confidential adjustment of grievances is encouraged and therefore the following procedure to accomplish this purpose is hereby established.

SECTION 1. DEFINITION

A. A grievance is a complaint by an employee that (1) she/he has been treated unfairly or inequitably by reason of any act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to her/him a violation, misinterpretation or misapplication of the provisions of this agreement or of any existing rule, regulation or order of the Board, or any of the rules, regulations or orders of the New Jersey State Department of Education having the force and effect of law.

B. As used in this Article the Term "Employee" applies to an individual employee and also to a group of employees having the same grievance.

C. The Union shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved employee under the provisions of Section 1-A of this Article, and shall have the right to appeal from the disposition of any grievances at any step.

SECTION 2--PROCEDURES

A. Representation. In the presenting and processing of grievances, the employee may be represented at her/his own expense, by a person of her/his own choosing, except that she/he may not be represented by any employee organizations or by an officer or representative of any employee organization other than the Union. In the event that a grievance is carried to Step 2, the Union shall be immediately notified.

B. Times for meetings or hearings. The time for a meeting or hearing at all steps other than Step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provisions of Step 1 below) a representative of the Union shall have the right to be present and to present the Union's views at each step of the grievance procedure. Any notice to be given by an employee under the provision of Section 2 of this Article may be given for him with his consent by the Union.

STEP 1. The Employee, and if the employee so desires a Union representative, shall first discuss the problem with her/his immediate administrative superior, who in the case of employees assigned to a school shall at each step of the grievance procedure be deemed to be the principal of that school.

STEP 2. If the grievance is not satisfactorily adjusted within five (5) school days after the last discussion, the employee may, with the assistance of a Union representative, if the employee so desires, submit it in writing within five (5) school days after the end of the said five day period to his immediate supervisor for satisfactory adjustment, but such written grievance must be submitted to such superior in any event within thirty (30) school days following her/his becoming aware of the act or circumstance given to rise to the grievance. The said immediate superior shall schedule a meeting to discuss the grievance with the employee and a Union representative prior to making her/his decision, but in any event she/he shall give his decision in writing with his reasons therefore to the employee, the Union, and the Executive Superintendent within five (5) school days after the written grievance has been submitted to by her/him by the employee.

STEP 3. The employee may appeal to the Executive Superintendent of Schools from the last mentioned decision of her/his immediate supervisor within five (5) school days after the decision has been given to the employee and the Union pursuant to the above provisions under the caption "Step 2" by giving the Executive Superintendent of Schools and to the employee's immediate supervisor, written notice of such appeal setting forth specifically the basis of the grievance. The Executive Superintendent, or her/his designee shall meet with the employee and a Union representative within ten (10) school days after the giving of such notice of appeal, and shall give her/his decision in writing with her/his reasons therefore, to the employee, Union and the employee's immediate supervisor within five (5) school days after such meeting.

STEP 4. A. In the event a grievance shall not have been settled under the above procedures the employee may have the grievance submitted to binding arbitration by giving, within ten (10) school days after the decision of the Executive Superintendent has been given to the employee and the Union pursuant to the above provisions under the caption "Step 3", to the Executive Superintendent, and the Board the employee's written request for binding arbitration by the procedures and subject to the provisions set forth below.

- B. 1. The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.
2. The arbitrator shall be selected by mutual agreement of the Board and the Union except that any individual so selected shall be a bona fide resident of New Jersey and a member of the National Academy of Arbitrators with a minimum of five years experience as an arbitrator. The arbitrator shall be selected by the Board and the Union. In the event that the Board and the Union are unable to agree upon the selection of the arbitrator, either of the two shall call upon the American Arbitration Association to name the arbitrator. Any individual so selected shall be required to be a bona fide resident of New Jersey. This arbitrator shall sit for the duration of the agreement. The arbitrator shall arrange the dates, meeting places, and agenda of any and all arbitration proceedings.

The arbitrator shall serve until she/he receives notice of termination of her/his services by either the Board or the Union. In such a case a new arbitrator shall be appointed as described above. Termination shall not effect any grievance upon which a hearing has commenced.

C. The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of the term "grievance" under the Section 1 of this Article. The arbitrator shall, in the performance of her/his duties, be bound by and comply with the provisions of this Agreement. She/he shall have no power to add, to delete from or modify in any way of the provisions of this Agreement. Her/his decision shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted. She/he shall have the power to make compensatory awards, where necessary, to implement decisions.

D. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or applicable law or rules and regulations having the force and effect of law. Her decision shall not usurp the functions or powers of the Board as provided by statute.

E. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

SECTION 3. GENERAL PROVISIONS

A. If the decision to be given by any employee's immediate administrative superior, or the Executive Superintendent in accordance with the applicable provisions under "Step 1", "Step 2", "Step 3" above are not given within the respective times by the said provisions specified, the employee shall have the right to proceed with his/her appeal to the next step, or in the case of the decision specified under "Step 3", to request arbitration, by giving written notice of appeal or request for arbitration within the same time to the same parties and in the same manner as she/he would be required to give if a decision adverse to her/him had been rendered on the outside date prescribed above for rendering decisions under Steps "2", or "3". If the employee fails to submit her/his written grievance within the time specified in the provisions under "Step 2" above, or if she/he fails to give, within the prescribed time the written notices of appeal respectively mentioned under "Step 3" above, or if she/he fails to give within the prescribed time written notice of the request for arbitration mentioned under "Step 4" above, the grievance shall be deemed to have been waived.

Time limits specified in Section 2 of this Article as to things to be done at any step may be extended by agreement between the parties.

Any written notice to be given under Section 2 by the employees to her/his superior or to the Executive Superintendent may be given by hand, or by leaving it with a person in charge of the office of such superior or of the Executive Superintendent, or by mailing it by Certified Mail, Return Receipt Requested, addressed to the Board at 2 Cedar Street, Newark, New Jersey or by leaving it with a person in charge at the Office of the Executive Director for Board Affairs at the same address. Any notice or decisions to be given to the employees may be given by hand or by mailing it by Certified Mail, Return Receipt, Requested, addressed to him at his home address as shown in the Board's records. Any notice or decision to be given to the Union by hand to the President of the Union, or by mailing it by Certified Mail, Return Receipt, Requested, addressed to the Union at its offices.

The date of mailing shall be counted as the date of giving of notices to be given by the employee, by his/her superior, the Executive Superintendent, or the Board under Section 2 of this Article, but if a notice or decision of the employee's superior, or the Executive Superintendent is given to the employee by Certified Mail, the time within which the employee may be given notice of appeal as provided under "Step 3", or notice of request for arbitration as provided under "Step 4" above shall be increased by two (2) days.

- B. Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Union and School Board representatives and witnesses. When hearings are held during school hours persons proper to be present shall be excused without loss of pay.
- C. A grievance arising from the action of Supervisor, Director, Coordinator attached to the Central Office, Associate to Assistant Executive Superintendent or Assistant Executive Superintendent, will first be discussed with that official and if not resolved informally it may be processed in accordance with "Steps 3 or 4" above.
- D. Nothing in this contract shall be construed as compelling the union to submit a grievance to arbitration.
- E. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.
- F. In the event that a grievance is carried to "step 2" the Union shall be immediately notified. The time for a meeting or a hearing at all steps other than "Step 1"

within the prescribed time limits shall be fixed by mutual agreement. Such hearing must take place within the time limit provided in this step.

- G. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.
- H. Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process or any recommendation for job placement.
- I. A form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office if the principal in every school.

ARTICLE IV. UNION RIGHTS

SECTION 1 -- LEAVE FOR UNION SERVICE

Leave of absence shall be granted by the Board to members of the bargaining unit upon their personal request and that of the Union to work for the Union, the New Jersey State Federation of Teachers, or the American Federation of Teachers. No more than seven (7) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one academic year and shall be renewed upon request by the employee and the certification by the Union.

When any individual granted such leave of absence returns to regular employment with the Board, she/he shall be placed on the step of the salary schedule that she/he would have attained had she/he been continuously employed during such absence. There shall be no loss of seniority or any other right available to her/him under the law or the terms of this Agreement because of such leave of absence. The period of leave shall not be included in computing length of service for the time required to attain tenure.

Any employee granted such leave of absence shall have the right to have maintained on the same basis of all employees in any employee welfare plan available to Board employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment on his behalf to the Office of Board Affairs of amounts sufficient to cover the cost of the Board for continued participation in such employee welfare plans, provided the Board's insurers will permit it.

C. SCHOOL MEETINGS

1. With respect to regular meetings held with the principals and the Union representatives, it is felt that aides can simultaneously involved in the same meetings if the Union determines it desirable at such times.
2. With respect to Union meetings not called by the principal, the same rights will be available to aides except that they shall not be held at lunch time or at other times immediately before or after school when aides are required to be on duty.

SECTION 5. MEETING WITH PRINCIPALS

- A. Meetings between the principals and a Union representative for each school shall be held at the Union's request, not less often than once each month on a school day for one class period when the school is in session to discuss matters affecting the welfare of employees and children and the operations of the School and any question relating to the implementation at the school of any Board policy or the provisions of this Agreement.
- B. If any such meeting is held during school hours, representatives of the Union shall be released from active duty for a period of not more than one class period to attend said meeting, the representatives to be determined on the following basis; in addition to the school building representative, one additional representative shall be released for each 25 faculty members. The total number released, including the building representative, shall not exceed 5, nor shall this number be less than 2. There shall be no such limitation of numbers for meetings held at any time after school hours, or at any time when school is not in session.
- C. Individual school policies shall not be inconsistent with the terms of this Agreement.

SECTION 6. AVAILABILITY OF INFORMATION

The Board shall, on request, make available to the Union the Board's official public records and educational and statistical data and information in the Board's possession which is not confidential, work product, or dissemination of which is prohibited by law.

SECTION 7. DISTRIBUTION OF LITERATURE

- A. The Union shall have the right to place material dealing with proper and legitimate Union business in the employee's mailboxes.

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SECTION 2. NEGOTIATIONS ON SCHOOL TIME

Time for negotiations will be as mutually agreed upon by the Union and the Board. Members of the Union negotiating committee shall be granted administrative leave with pay if negotiations take place on school time. No more than five (5) employees shall have the right to receive pay under this provision. They shall be granted administrative leave with pay the day following a negotiating session if the session lasts past 11 p.m. Nothing contained in this Section shall be construed to require the Board to negotiate during school hours or after 11 p.m.

SECTION 3. BULLETIN BOARDS

The school aides shall use the same bulletin boards as provided for the teachers unit under the same conditions.

SECTION 4. UNION MEETINGS

- A. The Union shall have the right to have meetings of the employees of any school prior to the beginning of the school day, during the employee's lunch period, and after the closing of school upon timely notification to the school principal. Principals shall be required to cooperate with the Union to facilitate the holding of such meetings despite relatively short notice whenever circumstances so dictate. Principals shall provide for proper meeting facilities in accordance with such request without charge to the Union, provided that this use of meeting facilities shall in no way interfere with previously scheduled school programs and activities. No principal or other administrator of said school shall schedule any activity or program which will interfere with the conduct of said Union meeting after the meeting has been formally scheduled, except in cases of emergency. In case of such emergency, the principal shall furnish a written explanation of the nature of such emergency to the Executive Superintendent and the Union.
- B. The Executive Superintendent shall, upon timely notification by the Union, grant to the Union the use of facilities in school buildings after school hours for the purpose of conducting general membership meetings. Such meetings must terminate no later than 6:00 p.m.

Such use shall be granted provided that the use of the facilities shall not be in conflict with the previously scheduled programs and activities. No more than twenty (20) such meetings per year may be required. There shall be no fee for the use of such facilities.

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- B. A mailbox shall be provided for the joint use of all aides.

SECTION 8. BOARD/UNION CONFERENCES

Meetings shall be scheduled between the Board and the Union to discuss matters of mutual concern in terms of educational policy, the implementation of this Agreement, and any other topics consistent with the objective stated in the Declaration of Intent in this Agreement. No more than five (5) such meetings may be required in any school year by either party to this Agreement, but additional meetings may be held by agreement between the Union and the Board.

At least five (5) school days prior to the holding of each such meeting, the Union will meet with the Executive Superintendent to review with him the topics to be discussed. In the event that law or existing Board policy places one or more of the topics to be discussed under the discretionary jurisdiction and prerogative of the Executive Superintendent, the Executive Superintendent may undertake, in cooperation with the Union, to dispose of questions raised with reference thereto without waiting for further action by the Board.

SECTION 9. SCHOOL VISITATION

- A. The Board shall permit the President of the Union or one of the Union liaison officers to visit the schools. The Union representative should make known their presence to the appropriate authority in the school. Conferences with employees, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.
- B. Union officials shall be permitted to visit in the classroom of any teacher who so requests. Union officials, not employed by the Board, shall be permitted to visit classroom teachers who shall request such visitations, providing that the visiting officials inform the building principal of the intent to visit prior to entering the classroom, and providing that no Board observation shall be conducted at the same time.
- C. The school clerk shall immediately notify the NTU Building Representative when central office administrators and supervisors are present in the school building.

SECTION 10. UNION REPRESENTATION AT BOARD MEETINGS

The Board shall furnish to the Union three (3) copies of the agenda of each Board meeting twenty-four (24) hours prior to each Board meeting or at the same time when such copies of the agenda are made available to the Board Members, whichever is

sooner. The Union shall be allowed a period of ten (10) minutes to present at the conference meeting its views. Additionally, the Union may be heard as to any items affecting school welfare during that period on the Board's public meeting devoted to the presentation of statements by individuals and organizations. The N.T.U. President, or his/her designee, shall be listed within the first ten (10) inclusive speakers on that portion of the Board action meeting devoted to discussion on general topics. These provisions shall remain in effect during the life of this Agreement.

SECTION 11. LEAVE FOR UNION CONVENTIONS AND SESSIONS OF LEGISLATIVE BODIES

- A. Leave of absence without loss of pay to attend conventions of the AMERICAN FEDERATION OF TEACHERS, the NEW JERSEY STATE AFL-CIO, the NEW JERSEY STATE FEDERATION OF TEACHERS, other labor organizations, not exceeding five (5) days in any one year (per individual), nor ten (10) individuals per convention, shall be granted to duly qualified representatives of the Union.
- B. Administrative leaves of absence without loss of pay to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal Legislative bodies may be granted to duly qualified representatives of the Newark Teachers Union upon written request by the Union to the Executive Superintendent. Such request, limited to two (2) NTU representatives per meeting, shall be received by registered mail with a return receipt requested on the weeks prior to the date of the meeting and a timely response shall be made to the Union by the Executive Superintendent. If no response from the Executive Superintendent is received by the Union by the day prior to the meeting, the absence of a response shall mean approval.
- C. In any school year the total number of days available to all such representatives collectively, no matter how distributed among those to who days are granted pursuant to the foregoing, shall not exceed an aggregate of more than fifty (50) days.
- D. In no instance, shall there be more than two individuals from the same school attending the above mentioned conventions at the same time under the provisions of this Article.

SECTION 12. DUES DEDUCTION

The Board agrees to continue to deduct from the salary of its employees, dues for the Union, as said employees

individually and voluntarily authorize the Board. The Board will remit dues deducted from members (supported by a schedule, listing names and amounts) within twenty (20) days after the end of the month.

SECTION 13. OTHER DEDUCTIONS

Upon receipt of proper authorization, the Board agrees to deduct from the salary of Union members, in equal installments, monies for American Federation of Teachers, New Jersey State Federation of Teachers or Newark Teachers Union Insurance Programs.

SECTION 14. SUPER SENIORITY

Super seniority shall be defined as being placed at the head of all applicable seniority lists, where not inconsistent with Title 18A and the Laws of the State of New Jersey. Such status shall apply during the term of any office, executive board member, and no more than one (1) building representative at each school location designated by the NTU President. Such designees shall be accorded super seniority for the period of time they serve the Union, and their names shall be forwarded to the Executive Superintendent by November 1, of each school year.

SECTION 15. USE OF SCHOOL PHONES

All NTU Building Representatives and Officers may use the school phone at appropriate times for local calls only, in order to conduct Union and/or Board business.

SECTION 16. NOTICE

The Union shall be given reasonable notice prior to a school closing, delayed opening of school and early dismissal of school due to an emergency or inclement weather conditions.

ARTICLE V. GENERAL CONDITIONS OF EMPLOYMENT

SECTION 1. CALENDAR

- A. The work year of all employees covered by this Agreement shall commence no earlier than Wednesday after Labor Day. There shall be scheduled no more than 182 pupil days and 184 working days in this school year.
- B. Union members who were not employed by the Board the previous school year may be required to report one (1) day immediately prior to the organization day for orientation.

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C.

1991-1992 SCHOOL CALENDAR

1991

NUMBER OF DAY
Students Teach

September	3	Orientation--All New Teachers report		
	4	Organization Day--All Teachers and Aides report	18	19
	5	School Opens for Students--Students Dismissed at 1:00 p.m.		
	6	Students dismissed at 1:00 p.m.		
		SCHOOL CLOSING DATES		
October	14	Columbus Day Observance	22	22
November	4	Puerto Rican Recognition Day Observance		
	5	Election Day Observance		
	7 & 8	Convention		
December	28 & 29	Thanksgiving Holiday	13	13
	23 & 24	Administrative Days		
	25	Christmas Day		
	26 - 31	Winter Recess	15	15
		1992		
January	1	New Year's Day Observance		
	20	Dr. Martin Luther King Jr.'s Birthday Observance	19	19
February	10	Lincoln's Birthday Observance	18	18
	17	Washington's Birthday Observance	22	22
March		No Holidays		
April	17	Good Friday		
	20 - 24	Spring Recess	16	16
May	25	Memorial Day Observance	20	20
June	25	Students dismissed at 1:00 p.m. (Wednesday)		
	26	Teachers dismissed at 1:00p.m. (Thursday)	19	182

D. In accordance with prior practice, the school calendar for employees during the term of contract will be set during the editing of the contract.

The Board and the Union agree to follow the aforementioned practice on the setting of the calendar in the event of a multi-year agreement no later than April 1 for the ensuing contract year.

Nothing herein shall limit the right and responsibility of the Board to adopt a calendar.

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SCHOOL CALENDAR
1992 - 1993

		No. of Days Students/Teachers
September	7 Labor Day Holiday	15 16
	8 Orientation - All New Teachers Report (Tuesday)	
	9 Orientation Day - All Teachers and Aides Report	
	10 School Opens for Students (Thursday) Students Dismissed - 1:00 P.M.	
	11 Students Dismissed - 1:00 P.M.	
<u>SCHOOL CLOSING DATES</u>		
October	12 Columbus Day Observance	21 21
November	2 Puerto Rico Recognition Day Observance	13 13
	3 Election Day	
	4 Administrative Day	
5 & 6	Convention	
	11 Veteran's Day	
	26 Thanksgiving Holiday	
	27 Administrative Day	
December	24 Administrative Day	17 17
	25 Christmas Day	
	28 - 31 Winter Recess	
1993	January 1 New Year's Day	19 19
	18 Dr. Martin Luther King, Jr.'s Birthday Observance	
February	12 Lincoln's Birthday Observance	18 18
	15 President's Day	
March	No Holidays	23 23
April	9 Good Friday	16 16
	12 - 16 Spring Recess	
May	31 Memorial Day Observance	20 20
June	28 Students Dismissed 1:00 P.M. (Mon.)	20 21
	29 Teachers Dismissed 1:00 P.M. (Tues.)	182 184

SECTION 2. SCHOOL DAY

A. SIX HOUR AIDES

1. The normal school day for six hour aides shall begin at 8:00 a.m. The work day of all six hour aides will end at the same time as the work day for teachers assigned to the same building, providing the starting time for six hour aides may be subject to variations as required by the needs of the school as determined by the principal, but in no instance shall six hour aides work in excess of or less than six hours.
2. School aides shall have no less than 45 minutes for lunch.
3. All six hour aides shall be entitled to one ten (10) minute break included in each work day.

B. THREE HOUR AIDES

Three hour aides shall report 15 minutes prior to the start of their working day in the school in which they work. Their school day shall end three hours after the time they begin their assignments.

C. ABSENTEEISM AND TARDINESS

1. All teachers are required to report their absences one hour prior to their scheduled sign-in time. Failure to report an absence as required will result in the deduction of one day's pay.
2. In the event a teacher calls to report a late arrival, salary for that teacher will be deducted in accordance with time missed based upon their current rate of pay. Should a teacher fail to report to their assignment one half hour after the official sign-in time, that teacher will be considered absent for that day.
3. All employees are required to work the last scheduled working day before, and the next working day following the scheduled holiday(s). Failure to report before and after the scheduled holiday shall result in loss of pay for said occurrence. (EXCEPTION: personal day and extended sick leave)
4. If more than fifteen per cent (15%) of the employees at any school (during an "unusual circumstance") report sick, the final determination for the

use of a sick day shall be made by the appropriate Assistant Executive Superintendent.

D. SIGN-IN PROCEDURE

Employees shall have the right to sign the time book when arriving and departing. If for any reason the book is not available, the Board agrees not to penalize the employee.

SECTION 3 - DUTIES OF AIDES

- A. The duties of six-hour aides shall be the same as the job specifications contained in the Board's Title I Proposals for the year 1970-71.
- B. Per diem substitutes and three hour aides shall supervise and engage in the duties and activities related to cafeterias, halls, playgrounds, sidewalks and buses.
- C. Teachers may voluntarily perform such activities as described in B above.
- D. Any expenditures for non-instructional duties other than those listed above shall be made only if the Board deems it necessary. Volunteer parent help can be recruited for additional non-classroom work if it is deemed necessary by the Board. All existing aide positions will be maintained during the term of the contract.

SECTION 4 - ASSIGNMENTS

- A. Primary consideration in making any assignment shall be based upon the competency, training, and experience of the unit members for the undertaking.
- B. Prior to the close of school in June, aides shall be notified what their schedules are in September. If a change is necessitated, the aide will be notified forthwith.
- C. If the need arises, the employees may leave the building with the permission of the principal or appropriate authority.
- D. Schedules of all personnel shall be available to all unit members and shall be posted on the teachers' bulletin board of each school or on the bulletin boards in teacher lounges in each school.
- E. In assigning the per diem substitute to her/his day's schedule that substitute shall replace in full the service of the regular teachers for whom she/he is substituting. If the schedule of the regular teacher requires less teaching time than is regularly assigned to the teachers under the agreement, she/he may be given any assignment proper to per diem substitute teachers for that extra time. In any per diem substitute's daily schedule in a secondary school, the preparation period and the service period may be interchanged one for the other at the discretion of the principal.

SECTION 5 - SENIORITY

- A. Seniority shall be defined as the length of service in the Newark public schools as a paid employee as defined in this bargaining unit.
- B. Where a question of seniority is a factor in a dispute, the seniority of the parties involved shall be available to the disputants.
- C. Layoffs shall take place only when there is general reduction in the work force, and then shall be based on qualifications and seniority. When any members of the bargaining unit who work under theegis of Civil Service must be dropped from employment in reverse order of their seniority, they shall be placed on a special re-employment list and they shall be re-employed in direct order of seniority.
- D. Involuntary transfers shall take place only under special circumstances and shall be for fair and equitable reasons. Upon request, the Department of Personnel shall furnish the employee who has been so transferred an explanation, in writing, for said transfer.
- E. Consistent with Federal guidelines, three hour aides are to be given priority for six-hour aide openings before new applicants are hired. In a position where the requirements are bilingual, the applicants shall be bilingual.

Substitute aides included in the bargaining unit are to be given consideration for full time positions before new applicants are hired.

SECTION 6 - UNIT MEMBER PERFORMANCE EVALUATION AND PERSONNEL FILES

- A. Unit member performance shall be regularly evaluated by members of the supervisory and administrative staff, authorized and competent to make such evaluation. When such evaluation involves visitation, it shall be done openly and with the knowledge of the employee being observed. Every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.
- B. Unit members shall be reported Satisfactory or Unsatisfactory. If rated Unsatisfactory it is the obligation of the supervisor to make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the supervisor shall re-evaluate the employee. In the event of a strong difference of opinion, the employee evaluated Unsatisfactorily may request evaluation to be made by another supervisor from within the system.
- C. The Board will continue its practice and policy not to use any type of mechanical or electronic device for the purpose of monitoring or recording the performance of any employee.

SECTION 10 - CLASS INTERRUPTIONS

The Board and the Union agree that in the best interest of the learning process, classroom interruptions are to be kept at a minimum. Announcements shall be made only at special times during the school day which do not interfere with instruction activities, or in case of emergency when other alternatives are impractical.

SECTION 11 - SOLICITATION OF FUNDS

There shall be no direct solicitation of funds from employees for any purpose by any individual or organization during their scheduled working hours.

SECTION 12 - PLACEMENT IN POSITIONS

Individuals shall not be placed in any position (permanent or acting) until such time as the position has been properly posted and all unit employees have had the opportunity to apply for such positions.

In the event of an emergency as determined by the Executive Superintendent the above procedures may be waived and the Executive Superintendent may appoint an individual in an acting capacity.

ARTICLE VI - EMPLOYEE PROTECTION

SECTION I - NEGLIGENCE

A. Whenever any civil action has been or shall be brought against an employee for any act or omission arising out of and in the course of the performance of the duties of such employee, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such unit member from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses or expenses.

B. Employees will immediately report all incidents of personal or property damage to their immediate supervisor.

SECTION 2 - ASSAULT AND PERSONAL INJURY

In the event any criminal action is instituted against an employee for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse the employee for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

SECTION 3 - COMPENSATION

Whenever any employee entitled to sick leave is absent from school as a result of personal injury by an accident arising out of and in the course of their employment, the Board shall.

A. Pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to annual sick leave or accumulated sick leave.

D. Evaluations shall not be placed in the employee's files unless the employee has had the opportunity to read the material. The employee shall acknowledge that she/he has read such material by affixing their signature on the copy to file. Such signature shall merely signify that she/he has read their material and is not to be construed that she/he necessarily agrees with its contents. If the employee refuses to sign, that fact shall be noted, dated and witnessed.

E. Employees shall be given a carbon copy of each evaluation.

F. Any employee represented by the Union shall have the right to inspect all items in their personal files. She/he shall also have the right to include in their file any information or material which she/he considers germane.

G. The Board agrees to continue its policy of treating these personal files confidential.

H. The Board and the Union agree to set up a committee to include administrators and supervisors appointed by the Superintendent and teachers appointed by the Union to review and make recommendations for the revision of all currently used employee evaluation procedures.

SECTION 7 - LETTERS OF RECOMMENDATION

As an employee requests a letter of recommendation from her/his immediate administrative supervisor, principal, supervisor, or director, the individual to whom the request is made shall be required to prepare and transmit such a letter of recommendation within a reasonable time but no later than one (1) week after the request is made. If the employee so requests, a copy of such letter of recommendation shall be placed in the personnel file.

SECTION 8 - FACULTY MEETINGS

All meetings of school faculties and departments shall be conducted after regular school hours, so as not to impinge upon instructional time of students. No more than one (1) school wide faculty meeting shall be scheduled by the principal in the secondary and elementary schools each month. No more than one (1) department meeting shall be scheduled each month in schools with departmental organization.

Such meetings shall be scheduled for such lengths of time as are suitable for dealing with the problems under discussion, except that they shall not be continued beyond fifty (50) minutes from the start of the meeting. The meeting shall start promptly after dismissal. Such meetings shall be held on the lunch hour if the teachers and administrators of that school mutually agree.

SECTION 9 - ADMINISTRATIVE SUMMONS

An employee requested to meet with the Executive Superintendent or any other administrator or supervisor, shall be informed of the reason for such meeting, prior to the meeting for which their presence is requested and may be accompanied by a representative of the Union if desired.

- B. Any amount of salary or wages paid or payable to the employee as a result of this provision shall be reduced by the amount of any workmen's compensation award made for temporary disability.

ARTICLE VII - LEAVES

SECTION 1 - SICK LEAVES

All aides shall receive 15 sick days with pay per year.

SECTION 2 - MATERNITY LEAVES

- A. Upon certification by a competent physician and application by an aide, a leave for maternity shall be granted by the Board for a period of no more than one (1) year.
- B. An aide on maternity leave shall be reinstated at any time during the period of such leave upon request of the aide.
- C. Leave shall be extended for a period of one (1) year by the Board for care of child, if requested by the aide.
- D. An aide returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the same step as when the leave became effective except that when the aide has a completed ninety (90) days or more of a school year, it shall count as a full year.
- E. Seniority rights shall be maintained during the period of such leave.

SECTION 3 - PERSONAL DAYS

All aides shall receive 3 personal days with pay per year effective July 1, 1971, such days to be equivalent in duration to the number of daily hours worked.

SECTION 4 - JURY DUTY/COURT SUBPOENA

There shall be no deduction of salary for Aides who are absent due to court subpoena and/or jury duty. Time required as a juror shall be considered a full work day. Copies of subpoena and/or jury notice shall be presented to the Board's Labor Relations Office for verification of request.

SECTION 5 - RESERVE DUTY

In case of required reserve duty for short terms up to two weeks, aides will suffer no loss of pay or benefits during such periods.

SECTION 6

All aides shall be granted the same leave provision as teachers.

SECTION 7

Any employee who is not present in school due to an approved absence other than illness may pick up their paycheck at their assigned location.

SECTION 8

Employees hired or returning from leaves of absences on or after (October 15) shall receive sick leave on a pro-rated monthly basis predicated upon fifteen days per school year. The above shall also apply to regular teachers in the Newark Evening High School who shall be pro-rated based on twelve days per year.

SECTION 9

Effective July 1, 1985, unit members, whose total number of sick and or personal days absent does not exceed six (6) days, shall be able to convert the remaining accumulated sick and or personal days, at the end of each school year on the basis of a conversion equaling on day's pay for each five (5) days accumulated, and such converted days shall be payable (compensated) at the end of the school year. The Basis for converted days shall be 1/200 of an employee's salary for that year. A separate check shall be issued for said compensation.

Effective July 1, 1987, unit members who retire shall be able to convert accumulated sick leave on a basis as follows:

- A. For the first fifty (50) days accumulated, one day's pay for each five days accumulated, said day's pay compensable at the 1/200 daily rate of pay for said employee, then existing;
- B. For a total number of sick days between fifty-one to one hundred (51-100) days, one day's pay for each five accumulated days, said days compensable at the rate of seventy-five dollars (\$75.00) each.
- C. For all accumulated sick days in excess of one hundred days one day's pay for each five accumulated days, said day's pay to be compensable at the rate of fifty-five dollars (\$55) per day. All converted sick leave shall be deducted from the total number subject to be converted at (a) the end of the school year, or (b) upon retirement.

SECTION 10 - TERMINAL LEAVES

Bargaining unit employees shall be eligible to apply for terminal leaves of absence. Terminal leaves of absence shall be defined as leaves of absence immediately prior to retirement. Terminal leaves of absence shall be available at full pay for one-half (1/2) of the employee's normal work year.

Terminal leaves of absence shall be granted under the following conditions:

- A. Employees must apply by December 1, for terminal leave of absence to become effective the following September 1 or February 1, for 10 month employees, and July 1 or January 1, for 12 month employees.

- B. The employee must submit formal application for retirement simultaneously with the leave application, under the appropriate public employment retirement system. Said application for employment will NOT be processed if the terminal leave is not granted. Said application will be processed if the terminal leave is granted, on April 1.
- C. At the time of application, the employee must have at least enough accumulated sick leave to cover all of the working days during the terminal leave period. If, on the employee's last working day, the duration of the terminal leave shall be decreased to equal his/her accumulated sick leave days.
- D. No more than two percent (2%) of all bargaining unit members will be granted terminal leave per year. The total unit two percent (2%) shall be comprised of no more than two percent (2%) of the clerks and no more than two percent (2%) of the teachers. In the event of a greater number of applicants per category, employees with the greatest number of consecutive years of service shall be granted first consideration.
- E. Sick leave days equal to the length of the terminal leave shall be deducted from the total number of accumulated sick days.
- F. Notification of Board approval will be received by each applicant no later than April 1 of each respective year.

SECTION 11 - SICK DAY PROGRAM

The Board and the Union agree to establish a sick day program whereby unit employees will be able to donate sick days to other unit employers in cases of serious illness, specific guide lines will be developed for implementation in 1991-1992 year.

The Newark Teachers Union and the Newark Board of Education agree that all provisions of the sick day program shall be excluded from the contractual grievance procedure up to and including binding arbitration.

ARTICLE VIII - SUPPLEMENTAL FRINGE BENEFITS

Section A.

Benefits under this article shall be made available for all employees in the bargaining unit and to 3 hour and 6 hour aides in their bargaining unit continuously throughout the duration of this agreement. The level of such benefits shall be established by the Trustees of the Supplemental Fringe Benefits Fund in accordance with the Agreement and Declaration of Trust establishing that Fund including all amendments to that Trust Agreement. The Board agrees to budget and appropriate funds sufficient to cover the actual cost of benefits only, such benefits to be provided for fund beneficiaries. The cost of payments to be paid shall only include unit members identified as Board employees in Branch 1 of the Fund's schedule of payments, which schedule was in place as of August 14, 1984.

The Board and Union agree that each shall appoint and maintain a full complement of Trustees during the life of this agreement and in the event that the Trustee vacancy shall occur, the appointing party shall fill said vacancy within forty-five (45) days of the date when the vacancy shall first occur.

Section B.

The Board and the Union jointly acknowledge that the cost of benefits has increased drastically over the last several years. The Board and the Union agree that the containment of cost is the responsibility of the parties. To this end, the Board and the Union agree that their Trustee representatives to the Supplemental Fringe Benefits Fund must exercise extreme prudent efforts to both contain cost and provide the best possible benefits to the affected employees.

The Board and the Union shall recommend to the Supplemental Fringe Benefits Fund:

1. That the SFBF shall solicit open market competitive quotes on the entire supplemental employee benefits package for bargaining unit members.
2. That the SFBF shall, after review of all submitted quotes, review and select a benefit provider.
3. That the SFBF shall inform the Board and the Union of the name of the selected provider, the premium cost and the level of benefits.

The SFBF shall review on an annual basis the performance of the benefit provider, to determine whether the provider should be retained. The performance review shall take place not later than ninety (90) days prior to the expiration of the provider agreement. The SFBF shall provide a written report to the Board and the Union. This report shall outline the conclusions of the performance review.

ARTICLE IX - HEALTH BENEFITS

SECTION 1

The same health benefits as will be available to teachers under their agreement shall be granted to six-hour aides

SECTION 2

All three-hour aides shall be covered by Blue Cross-Blue Shield effective July 1, 1971.

ARTICLE X - SALARY

SALARY
THREE YEAR CONTRACT
SECTION 1A - EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

Step	SIX HOUR AIDES (PARAPROFESSIONALS)		
	1990-91	1991-92	1992-93
1	13,008	14,258	15,508
2	13,809	15,059	16,309
3	14,566	15,816	17,066
1st Longevity (20th year)	100	16,016	17,266
2nd Longevity (25th year)	100	16,216	17,466

SECTION 1B - EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

Six hour aides shall be paid an additional \$500 after obtaining sixty (60) college credits at a recognized college or university. Verification of the obtainment of the sixty (60) credits will be made by the employee forwarding an official transcript to the Department of Human Resource Services. The additional \$500 will be granted on the employee's annual anniversary date.

SIX HOUR AIDES WITH 60 COLLEGE CREDITS
(PARAPROFESSIONALS)

Step	SIX HOUR AIDES WITH 60 COLLEGE CREDITS (PARAPROFESSIONALS)		
	1990-91	1991-92	1992-93
1	13,508	15,258	17,008
2	14,309	16,059	17,809
3	15,066	16,816	18,566
1st Longevity (20th year)	100	17,016	18,766
2nd Longevity (25th year)	100	17,216	18,966

SECTION 2 - EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

Step	Three Hour Aides		
	1990-91	1991-92	1992-93
1	6,504	7,129	7,754
2	6,305	7,530	8,155
3	7,283	7,908	8,533
1st Longevity (20th year)	50	8,008	8,633
2nd Longevity (25th year)	50	8,108	8,733

SECTION 3A - EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

Step	Salary For Per Diem Teachers Per Day		
	1991-92	1992-93	1993-94
1st Longevity (20th year)	\$91	\$92	\$93

NOTES

SECTION 3B - EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

**Salary for Per Diem Aides
Per Hour**

1990-91	1991-92	1992-93	1993-94
\$9.50	\$10.00	\$10.00	\$10.00

SECTION 3C - EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

**Salary for Per Diem Clerks
Per Day**

1990-91	1991-92	1992-93	1993-94
\$54.00	\$60.00	\$60.00	\$60.00

NOTES

SECTION 4 - PAY DATES FOR AIDES SHALL BE AS FOLLOWS:

PAY DATES 1991-92

September 6, 1991	February 7, 1992
September 20, 1991	February 21, 1992
October 4, 1991	March 6, 1992
October 18, 1991	March 20, 1992
November 1, 1991	April 3, 1992
November 15, 1991	April 16, 1992
November 27, 1991	May 1, 1992
December 13, 1991	May 15, 1992
December 20, 1991	May 29, 1992
December 23, 1991	June 12, 1992
January 10, 1992	June 26, 1992
January 24, 1992	

*These pay dates are School Holidays and therefore subject to change. Escrow checks for 12 month options will also be distributed on the last day. These escrow checks will be printed, dated and given to the individual the last day of school.

SECTION 5

If an employee claims that she/he has been receiving an incorrect salary applicable to her/him and her/their claim is found to be in fact correct, the salary payments of the employee shall be immediately corrected by the payroll department and retroactive payment shall be made to the employee for the full time during which the employee should have received the corrected rate. Such adjustment shall also be made if such an incorrect placement is discovered by the Payroll Department even if the employee makes no claim.

SECTION 6

Payroll checks which, under existing practices, are distributed by mail shall be mailed the day before other payroll checks are delivered to the schools.

SECTION 7 - SUMMER RATES

EFFECTIVE JULY 1 IN EACH APPROPRIATE YEAR

AIDES		
	<u>1991-92</u>	<u>1993-94</u>
	\$13.20	\$14.20
		<u>1992-93</u>
		\$13.70

SECTION 8 - EQUIVALENCY CREDITS

The Board and the Union agree to provide a means whereby appropriate bargaining unit members shall attain advancement on salary schedule by participation in and completion of courses for credit given by the Union which are beneficial to the schools and indicative of professional growth. Such credits, when properly certificated by the Union, will serve as supplement to or a substitute for college or University undergraduate or graduate credits, not to exceed 12 units on the salary schedules. The cost of the courses shall be borne by the Union and shall be reasonably comparable in quality and kind to those courses offered by the Board for in-service teaching.

SECTION 9 - SALARY HOLD BACK

The Board and the Union agree to a one-week hold back of pay for all current and new employees by 1992-1993.

ARTICLE XI - CAREER LADDER PROGRAM

Section 1 - The Board and the Union agree to combine their efforts to establish a new Career Ladder Program for aides employed by the Board of Education. The Board and Union will jointly seek resources of funding to establish such a program and will jointly plan the structure and implementation of such a program should their efforts to obtain adequate funding be successful.

In terms of funds available, such a program shall be open to as many aides as will be eligible to participate in it by nature of the fact that they have been employed for six (6) months by the Board. Any program planned shall be designed to permit entrance by aides at such times as coincide with the beginning of semesters in those Colleges or Universities with which arrangements can be made to accept students for the said Career Ladder Program.

Any aide who participates in such a program shall suffer no loss of salary because the training program coincides with certain working hours except that no aide may render fewer than three (3) working hours per day. In seeking funding for such a program, the Board and the Union will take in consideration such factors as cost of tuition, books and fees, in order to encourage and assist aides to participate in the Career Ladder Program.

The Board and the Union will also undertake to develop plans to assist any aides who may not be eligible for post-high school training to become so prepared on the basis of utilizing existing programs in Newark Schools and the development of new in-service programs specifically designed for aides seeking entrance to this Career Ladder Program. The development of this new Career Ladder Program shall in no way replace or effect any career programs now in operation.

SECTION 2 - Effective July 1, 1991, the Board and the Union agree to pursue discussion to establish a career-ladder program for six hour aides, 3 hour aides, and 29 clerks leading to a teaching degree.

ARTICLE XII - MATTERS NOT COVERED

SECTION 1 - Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by the applicable provision of this Agreement.

Section 2 - The Board agrees that it will make no change in existing Board policy or practice related to employee wages, hours and conditions of employment and not specifically covered by this Agreement without prior negotiations with the Union.

SECTION 3 - Negotiations on a new contract shall commence no sooner than October 1, 1993 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to Chapter 303 of the Laws of the State of New Jersey of 1988 and Fair Labor Practices.

ARTICLE XIII - NO STRIKE

SECTION 1 - The Union agrees that during the period of this Agreement, there shall be no strikes, work stoppage or other concerted refusal to perform work by the employees covered by this Agreement or any instigation thereof.

SECTION 2 - The Board agrees that during the period of this Agreement there shall be no lock-outs of the employees by this Agreement or instigation thereof.

ARTICLE XIV - AVAILABILITY OF CONTRACT

Within one (1) month of signing of this Agreement by the parties, the Union shall procure 2,000 copies of this Agreement printed in a Union House, cost to be borne by the Board.

ARTICLE XV - CONFORMITY TO LAW AND SAVINGS CLAUSE

If any provisions of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provisions shall not be applicable or performed, or enforced except to the extent permitted by law.

In the event that any provision of this Agreement is or shall at any time be determined to be contrary to the law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

The Board reserves to itself sole jurisdiction authority over matters of policy and retains the right to carry out the mission of the school district, subject only to the limitations imposed by the language of this agreement in accordance with applicable laws and statutory regulations.

ARTICLE XVI - AGENCY SHOP

The Board of Education of the City of Newark and the Newark Teachers Union, Local 481, A.F.T./AFL/CIO agree that effective July 1, 1980 the Board shall deduct the sum of eighty-five (85%) per cent of the rate of the N.T.U. Union dues from each and every non-union member of the bargaining unit represented by the Newark Teachers Union on a bi-weekly basis. This agency shop agreement shall conform to all provisions of the New Jersey agency shop statute. Furthermore, this agreement is subject to Board of Education approval.

ARTICLE XVII - EMPLOYEE ASSISTANCE PROGRAM

The Board and the Union jointly recognize alcoholism and chemical dependency as an illness which can be successfully treated. It is also recognized that it is in the best interest of the employee, the Board and the Union that this illness be treated and controlled under the existing collective bargaining contractual agreement.

A Joint Labor Management Program shall be established for the purpose of helping the individual with the disease to recover. The program shall be structured and designed to achieve rehabilitation rather than for employee displacement. The Board and Union may establish such program by contractual agreement with an agency or institution qualified to provide such services as necessary and proper to conduct this program. The Board and Union agree to provide training, i.e., workshops and seminars, etc., which train employees to be knowledgeable in areas impacted by chemical dependency. Such training shall assist employees in recognizing behavior patterns which indicate that the employee has, or is developing alcoholism or chemical dependency as a serious but treatable disease. Said training shall also focus on explanations of the causes, progressive nature and treatment of alcohol and chemical dependency.

Participation by unit members shall be voluntary and confidential. The Board shall refer such employee to the joint program for treatment. The employee's failure to participate shall be considered grounds for disciplinary action.

ARTICLE XVIII - ACCOUNTABILITY STUDY

The Board and Union agree to set up a Committee on accountability to consist of the following:

- A. Five individuals appointed by the NTU;
- B. Five individuals appointed by the Board;
- C. Five individuals representing:
 1. Parents (one to be selected by the PTA's and Chapter I Advisory Group);
 2. Students (one to be selected by the Newark High School Student Leadership Group);
 3. Organized labor (one to be selected by the AFL-CIO of Essex County);
 4. Business (one to be selected by the Chamber of Commerce);
 5. Municipal Council (one member selected by Newark Municipal Council).

Each group named above shall be invited to submit a name for inclusion on the committee which shall be acceptable both to the Union and the Board representatives on the Committee on Accountability.

The Board and the Union representatives on the Committee shall be named and shall meet immediately upon the ratification of Agreement. They shall set up their own organization and procedure for inviting the groups named in Section C to submit the names of their representatives.

The full committee shall begin to operate as rapidly as feasible and shall present a first report of its findings and recommendations during the month of July, 1986 to the Board and the Union.

Teacher members of the Committee shall be excused from duty without loss of salary and with full substitute coverage on all days when the committee meets. The committee will report on the factors that affect the performance of the Board personnel in terms of accountability and instruments to evaluate individual accountability.

NOTES

ARTICLE XIX - AIDS POLICY

The Board agrees to establish a policy based on the "Ten Principles For the Workplace: Responding to Aids." The N.T.U. shall be invited to participate in the development of this policy. The policy will be adopted no later than January of 1989.

ARTICLE XX - DURATION

This Agreement and each of its provisions shall be binding and effective as of the 1st day of July 1991 and shall continue in full force and effect until and through the 30th day of June 1994.

In Witness Whereof, the Union and the Board ratified this document as of July 1, 1991.