

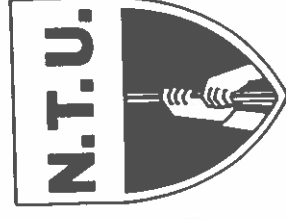
AGREEMENT
between
THE NEWARK PUBLIC SCHOOLS
and
THE NEWARK TEACHERS UNION
LOCAL 481
A.F.T./AFL-CIO



AIDE - PER DIEM SUBSTITUTES
July 1, 1997 - June 30, 2000



AGREEMENT
between
THE NEWARK PUBLIC SCHOOLS
and
THE NEWARK TEACHERS UNION
LOCAL 481
A.F.T./AFL-CIO



AIDE - PER DIEM SUBSTITUTES
July 1, 1997 - June 30, 2000



NEWARK TEACHERS UNION
OFFICERS AND EXECUTIVE BOARD
1997 - 2000

PRESIDENT

Joseph Del Grosso

SECRETARY-TREASURER

Christine "Roz" Samuels

OFFICERS

John M. Abeigon
Norma Alvarado
Wayne S. Ashby
Carolyn Douelger
Diane Capers
Janet M. Cole
Michele Corbo
Diane W. Crosby
John Cunha
Richard D'Angelo
Dominick DeNardo
Johnny Escobar
Sharif Farrakhan
Sherry Gaines
Mitchel Gerry

Henry Goodfriend
Thomas Lawton
Thomasina Lemon
Deidre Littles
Gennaro Minichino
Charles C. Motley
Alfredo Nieto
Lynn Padwee
Robert L. Palumbo
Americo J. Pezza
James Raine
Gary Scala
Anthony Thornhill
Christine Veliz
Bettie J. Williams

NEWARK TEACHERS UNION
NEGOTIATING TEAM

Joseph Del Grosso, President

Christine "Roz" Samuels, Secretary-Treasurer

Pietro M. Petino, Exec. Director/Chief Negotiator

Patricia F. Burroughs, Assist. Executive Director

Camelia Savignon, Staff Attorney

John M. Abeigon, Officer

Michele Corbo, Officer

Dominick DeNardo, Officer

Richard L. D'Angelo, Officer

Sharif Farrakhan, Officer

Charles C. Motley, Officer

Christine Veliz, Officer

Joseph Fonseca, Technology Resources

STATE OPERATED SCHOOL DISTRICT
City of Newark

Beverly L. Hall, Ed.D.
State District Superintendent

School District Negotiating Team

Raymond A. Cassetta, Chief Negotiator
Randall N. Kanter, Assistant Superintendent -
Human Resources Dept.
Anzella Nelms, Assistant Superintendent - SLT I
Margaret Adeyemo, Labor Relations Specialist /
Sr. Personnel Technician

QUICK REFERENCE GUIDE

1. ABSENTEEISM AND TARDINESS....15
2. CALENDAR....14
3. EMPLOYEE ASSISTANCE PROGRAM....34
4. GRIEVANCES....3
5. REGULAR PAYDAYS....30
6. SICK/PERSONAL DAYS BUY BACK/DONOR DAYS....22
7. UNIT MEMBER PERFORMANCE AND EVALUATION....18
8. SALARY GUIDE....27
9. SCHOOL DAY....15
10. TERMINAL LEAVE....23

ADDITIONAL QUICK REFERENCES

TABLE OF CONTENTS

Special Note: At the time of printing, the negotiability of the items herein marked with an asterisk was being determined by the Public Employment Relations Committee.

Incorporation of Mediators Recommendations and Mayors.....	1
Suggestions.....	1
Declaration of Intent.....	1
Agreement.....	1
Article I Recognition.....	2
Section 1 Unit Members.....	2
Section 2 Employee Defined.....	2
Section 3 Equal Union Representation.....	2
Article II NonDiscrimination Clause.....	2
Section 1 Causes.....	2
Section 2 Employee Organization.....	2
Article III Grievance Procedure.....	3
Section 1 Definition of Grievance.....	3
A Prevailing Policy or Practice.....	3
B Regulations or Order.....	3
C Union Right to Initiate.....	3
Section 2 Procedures.....	3
A Representation.....	3
B Time for Meetings or Hearings.....	3
Step 1 Informal Conference.....	4
Step 2 Principal.....	4
Step 3 Superintendent.....	4
Step 4 Arbitration Awards.....	4
A Request for Binding Arbitration.....	4
B Arbitration Awards Enforcement.....	5
C Arbitrator.....	5
D Arbitrator's Powers.....	5
E Arbitrator Limits.....	5
F Fees and Expenses.....	5
Section 3 General Provisions.....	6
A Notice Procedures.....	6
B Persons Proper to Hearings.....	7
C Supervisor-Caused Grievances.....	7
D Union Arbitration Choice.....	7
E Reprisals Not Allowed.....	7
F Time Limits.....	7

G Year-End Resolution.....	7	A Six Hour Aides.....	15
H Grievance and File, Promotion, Placement.....	7	I School Day.....	15
I Filing Forms.....	7	2 Ten Minute Break.....	15
Article IV Union Rights.....	8	B Three Hour Aides.....	15
Section 1 Leave for Union Service.....	8	C Absenteeism and Tardiness.....	15
Section 2 Negotiations on School Time.....	8	1. Reporting an Absence.....	15
Section 3 Bulletin Boards.....	8	2. Reporting a Tardiness.....	15
Section 4 Union Meetings.....	9	3. Failing to Report a Tardiness.....	15
A Principal Notification.....	9	4. Absence Before and After a Holiday.....	16
B Union General Membership Meetings.....	9	*5. More than 15% at School Site Report Sick.....	16
C School Meetings.....	9	*D Sign-in Procedure.....	16
Section 5 Meeting with Principals.....	9	Section 3 Duties of Aides.....	16
A Principal-Building Committee Meetings.....	9	A Six Hour Aides.....	16
B Union Representation Formula.....	10	B Per diem Substitutes and Three Hours Aides.....	16
C Individual School Policies.....	10	C Teacher Volunteers.....	16
Section 6 Availability of Information.....	10	D Parent Volunteers.....	16
Section 7 Distribution of Literature.....	10	Section 4 Assignments.....	17
Section 8 Newark Public School's-Union Conferences.....	10	A Primary Consideration.....	17
Section 9 School Visitation.....	11	B Schedules.....	17
A Union Staff and Officers.....	11	C Leaving Building.....	17
B Classroom Visitation.....	11	D Posting of Schedules.....	17
C Notification to Building Representatives.....	11	E Substitute Teacher Schedule.....	17
Section 10 Union Representation at Newark Public Schools Meetings.....	11	Section 5 Seniority.....	17
Section 11 Leave for Union Convention/Legislative Sessions.....	11	A Defined.....	17
A Conventions.....	11	B Factor in a Dispute.....	17
B Legislative and Governmental Bodies.....	12	C Layoffs.....	17
C Number of Days Available.....	12	D Involuntary Transfer.....	18
D Limitation of Representatives.....	12	E Priority for Six Hour Aide Openings.....	18
Section 12 Dues Deduction.....	12	F Priority for Substitute Aides.....	18
Section 13 Other Deductions.....	12	Section 6 Unit Member Performance Evaluation & Personnel File.....	18
Section 14 Super Seniority.....	12	A Authority to Evaluate.....	18
Section 15 Use of School Phone.....	13	B Evaluation.....	18
Section 16 - Notice of School Closing.....	13	C Electronic Monitoring or Recording Prohibited.....	18
Article V General Conditions of Employment.....	13	D Opportunity to Read.....	18
Section 1 Calendar.....	13	E Copy of Evaluation to Employee.....	19
A Work Year.....	13	F Right to Inspect Files.....	19
B New Employees.....	13	G Confidential Files.....	19
C School Calendar 1998-99.....	14	H Revision of Forms.....	19
D Prior Practice Establishing School Calendar.....	15	Section 7 Faculty Meeting of Employees.....	19
Section 2 School Day.....	15	Section 8 Administrative Summons.....	19

Section 9 Class Interruptions.....	19
Section 10 Solicitation of Funds.....	20
Section 11 Placement in Positions.....	20
Article VI Employee Protection.....	20
Section 1 Negligence.....	20
A Cost of Defense.....	20
B Reporting of Personal or Property Damage.....	20
Section 2 Assault and Personal Injury.....	20
Section 3 Compensation.....	20
A Salary and Sick Day Protection.....	21
B Award Restriction.....	21
Article VII Leaves.....	21
Section 1 Sick Leaves.....	21
Section 2 Maternity Leaves.....	21
A Length.....	21
B Return to Service.....	21
C Extended Maternity Leave.....	21
D Extended Maternity Leave - Seniority and Salary.....	21
E Seniority Rights.....	21
Section 3 Personal Days.....	21
Section 4 Jury Duty/Court Subpoena.....	22
Section 5 Reserve Duty.....	22
Section 6 Same Leave Provision as Teachers.....	22
Section 7 Paycheck PickUp.....	22
Section 8 ProRated Sick Days.....	22
Section 9 Conversion of Sick and Personal Days.....	22
Section 10 Terminal Leaves.....	23
A Definition.....	23
B Conditions.....	24
1 Deadline.....	24
2. Application.....	24
3. Number of Sick Days Required.....	24
C Check Percentage.....	24
D Sick Leave Days Deduction.....	24
E Notification of Approval.....	24
F Guidelines: Effective July 1, 1999.....	24
G 90 Days Notice: Effective July 1, 1999.....	25
Section 11 Sick Day Program.....	25
Article VIII Supplemental Fringe Benefits.....	25
A Maintenance of Benefits.....	25

B Review of Benefits Provider.....	25
Article IX Health Benefits.....	26
Section 1 Six Hour Aides.....	26
Section 2 Three Hour Aides.....	26
Article X Salary.....	27
Section 1A Six Hour Aides Salary Guide.....	27
Section 1B Six Hour Aides with Sixty (60) Credits Salary Guide.....	27-28
Section 1C - Attendance Aides Salary Guide.....	28
Section 2 Three Hour Aides Salary Guide.....	29
Section 3 Per Diem Substitute Pay Salary Guide.....	29
A Per Diem Teachers Salary Guide.....	29
B Per Diem Aides Salary Guide.....	30
C Per Diem Clerks Salary Guide.....	30
Section 4 Regular Paydays.....	30
Section 5 Incorrect Salary.....	31
Section 6 Mailed Checks.....	31
Section 7 Summer Rates.....	31
Section 8 Equivalency Credits.....	31
Section 9 Salary Hold Back.....	31
Article XI Career Ladder Program.....	32
Article XII Matters Not Covered.....	32
Section 1 Superseded Policy Rule Regulation.....	32
Section 2 No Changes in Wages, Hours or Conditions of Employment.....	33
Section 3 New Contract Negotiations.....	33
Article XIII No Strike.....	33
Section 1 No Strikes or Work Stoppage.....	33
Section 2 No Lock-Outs.....	33
Article XIV Availability of Contract.....	33
Article XV Conformity to Law and Saving Clause.....	33
Article XVI Agency Shop.....	34
Article XVII Employee Assistance Program.....	34
Article XVIII Aides Policy.....	34
Article XIX Duration.....	35

INCORPORATION OF MEDIATOR'S RECOMMENDATIONS & MAYOR'S SUGGESTIONS

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.

SUGGESTIONS

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 Newark Public Schools 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 1994 by and between THE STATE OPERATED SCHOOL DISTRICT OF THE CITY OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "Newark Public Schools") and the NEWARK TEACHERS UNION LOCAL 481, AMERICAN FEDERATION OF TEACHERS, AFLCIO (hereinafter referred to as the "Union").

The expired agreement July 1, 1994, June 30, 1997 shall be renewed for a period of three years effective July 1, 1997.

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 Newark Public Schools and the Union.

ARTICLE 1 RECOGNITION

SECTION 1 UNIT MEMBERS

The Newark Public Schools 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 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 nonconsecutive service in the same position, who are not Newark Public Schools appointed, teachers aides, school aides, community aides, attendance aides, and senior community aides, but excluding all other employees and supervisors.

SECTION 2 EMPLOYEE DEFINED

The term "employee" as hereinafter used means a person employed by the Newark Public Schools 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 EQUAL UNION REPRESENTATION

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

ARTICLE II NONDISCRIMINATING CLAUSE

SECTION 1 CAUSES

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 EMPLOYEE ORGANIZATION

The Newark Public Schools 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 are encouraged, and, therefore, the following procedure to accomplish this purpose is hereby established.

SECTION 1 DEFINITION OF GRIEVANCE

A. PREVAILING PRACTICE

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 Newark Public Schools, or any of the rules regulations or orders of the New Jersey State Department of Education having the force and effect of law.

B. REGULATIONS

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. UNION RIGHT TO INITIATE

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 1A 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 organization or by an officer or representative of any employee organizations 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 INFORMAL CONFERENCE

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 PRINCIPAL

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 Superintendent within five (5) school days after the written grievance has been submitted to by her/him by the employee.

STEP 3 SUPERINTENDENT

The employee may appeal to the 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 Superintendent of Schools and to the employee's immediate supervisor, written notice of such appeal setting forth specifically the basis of the grievance. The 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 ARBITRATION AWARDS

A. REQUEST FOR BINDING ARBITRATION

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 Superintendent has been given to the employee and the Union pursuant to the above provisions under the caption "Step 3", to the Superintendent, and the Newark Public Schools the employee's written request for binding arbitration by the procedures and subject to the provisions set forth below.

B. ARBITRATION AWARDS ENFORCEMENT

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.

C. ARBITRATOR

The arbitrator shall be selected by mutual agreement of the Newark Public Schools 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 Newark Public Schools and the Union. In the event that the Newark Public Schools 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 Newark Public Schools 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.

D. ARBITRATOR'S POWERS

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 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.

E. ARBITRATOR'S LIMITS

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 Newark Public Schools as provided by statute.

F. FEES AND EXPENSES

Fees and expenses of the arbitrator shall be borne equally by the Newark Public Schools and the Union.

SECTION 3 GENERAL PROVISIONS

A. NOTICE PROCEDURES

If the decision to be given by any employee's immediate administrative superior, or the 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 Superintendent may be given by hand, or by leaving it with a person in charge of the office of such superior or of the Superintendent, or by mailing it by Certified Mail, Return Receipt Requested, addressed to the Newark Public Schools at 2 Cedar Street, Newark, New Jersey or by leaving it with a person in charge at the Office of the Executive Director for Newark Public Schools 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 Newark Public Schools' records. Any notice or decision is 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 Superintendent, or the Newark Public Schools under Section 2 of this Article, but if a notice or decision of the employee's superior, or the 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 HEARINGS

Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Union and School Newark Public Schools representatives and witnesses. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

C. SUPERVISOR-CAUSED GRIEVANCES

A grievance arising from the action of Supervisor, Director, Coordinator attached to the Central Office, Associate to Assistant 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. UNION ARBITRATION CHOICE

Nothing in this contract shall be construed as compelling the union to submit a grievance to arbitration.

E. REPRISALS NOT ALLOWED

No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

F. TIME LIMITS

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. YEAR-END RESOLUTION

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. GRIEVANCE AND FILE, PROMOTION, PLACEMENT

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. FILING FORMS

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 Newark Public Schools 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 Newark Public Schools, 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 Newark Public Schools 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 Newark Public Schools Affairs of amounts sufficient to cover the cost of the Newark Public Schools for continued participation in such employee welfare plans, provided the Newark Public Schools' insurers will permit it.

SECTION 2 NEGOTIATIONS ON SCHOOL TIME

Time for negotiations will be as mutually agreed upon by the Union and the Newark Public Schools. 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 Newark Public Schools to negotiate during school hours or after 11 p.m.

SECTION 3 BULLETIN BOARDS

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

SECTION 4 UNION MEETINGS

A. PRINCIPAL NOTIFICATION

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. UNION GENERAL MEMBERSHIP MEETINGS

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 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.

C. SCHOOL MEETINGS

1. With respect to regular meetings held with the principals and the Union representatives, it is felt that aides can be 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 such other times immediately before or after school when aides are required to be on duty.

SECTION 5 MEETING WITH PRINCIPALS

A. PRINCIPAL/BUILDING COMMITTEE MEETINGS

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 Newark Public Schools policy or the provisions of this Agreement.

B. UNION REPRESENTATION FORMULA

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

Individual school policies shall not be inconsistent with the terms of this Agreement.

SECTION 6 AVAILABILITY OF INFORMATION

The Newark Public Schools shall, on request, make available to the Union the Newark Public Schools' official public records and educational and statistical data and information in the Newark Public Schools' 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.

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

SECTION 8 NEWARK PUBLIC SCHOOLS/UNION CONFERENCES

Meetings shall be scheduled between the Newark Public Schools and the Union to discuss matters of mutual concern in terms of educational policy, the implementation of this Agreement, and any other topic 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 Newark Public Schools.

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 Newark Public Schools' 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 Newark Public Schools.

SECTION 9 SCHOOL VISITATION

A. UNION STAFF AND OFFICERS

The Newark Public Schools 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. Conference with employees, should they become necessary, shall be scheduled so as not to interfere with or disrupt normal school functions.

B. CLASSROOM VISITATION

Union officials shall be permitted to visit in the classroom of any teacher who so request. Union officials, not employed by the Newark Public Schools, 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 Newark Public Schools observation shall be conducted at the same time.

C. NOTIFICATION TO BUILDING REPS

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 NEWARK PUBLIC SCHOOLS MEETINGS

The Newark Public Schools shall furnish to the Union three (3) copies of the agenda of each Newark Public Schools meeting twentyfour (24) hours prior to each Newark Public Schools meeting or at the same time when such copies of the agenda are made available to the Newark Public Schools 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 item affecting school welfare during that period on the Newark Public Schools, public meeting devoted to the presentation of statements by individual 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 Newark Public Schools 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/SESSIONS OF LEGISLATIVE BODIES

A. CONVENTIONS

Leave of absence without loss of pay to attend convention of the AMERICAN FEDERATION OF TEACHERS, the NEW JERSEY STATE AFLCIO, 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 representative of the Union.

B. LEGISLATIVE AND GOVERNMENTAL BODIES

Administrative leaves of absence without loss of pay to attend meetings of the Newark Municipal, Essex County, New Jersey State or Federal Legislative body, shall 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 Office of the Executive Superintendent at least two (2) 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. NUMBER OF DAYS AVAILABLE

In any school year the total number of days available to all such representative, 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. LIMITATION OF REPRESENTATIVES

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 Newark Public Schools agrees to continue to deduct from the salary of its employees, dues for the Union, as said employees individually and voluntarily authorize the Newark Public Schools. The Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools business.

SECTION 16 NOTICE OF SCHOOL CLOSING

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. WORK YEAR

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. NEW EMPLOYEES

Union members who were not employed by the Newark Public Schools the previous school year may be required to report one (1) day immediately prior to the organization day for orientation.

C. SCHOOL CALENDAR

1998 - 1999

		Number of Days	
		Students	Teachers
September	7 Labor Day Holiday		
8	Orientation - All 10 month employees report Tuesday		
9	Staff Development Day		
10	School opens for students (Thursday)	15	17

SCHOOL CLOSING DATES

October	12 Columbus Day Observance	20	21
November	21 Staff Development Day		
	2 Puerto Rico Recognition Day		
	3 Election Day		
	11 Veterans' Day		
	12 & 13 Teachers' Convention		
December	26 & 27 Thanksgiving Holiday	14	14
	24-31 Winter Recess	17	17
1999			
January	1 New Year's Day		
	18 MLKing Jr.'s Birthday		
	27 Staff Development Day	18	19
February	12-15 Presidents' Weekend	18	18
	22 Staff Development Day		
March	29-31 Spring Recess	19	20
	1 Spring Recess		
April	2 Good Friday	20	20
	31 Memorial Day	20	20
May	Last day for students		
	Last day for teachers	21	21
June			
	TOTAL DAYS	182	187

D. PRIOR PRACTICE ESTABLISHING SCHOOL CALENDAR

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 Newark Public Schools and the Union agree to follow the aforementioned practice on the setting of the calendar in the event of a multiyear agreement no later than April 1 for the ensuing contract year.

Nothing herein shall limit the right and responsibility of the Newark Public Schools to adopt a calendar.

SECTION 2 SCHOOL DAY

A. SIX HOUR AIDES

1. The normal school day for six-hour aides shall be six (6) hours and thirty (30) minutes including a thirty (30) minute duty-free lunch break. 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. TEN MINUTE BREAK

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. REPORTING AN ABSENCE

All employees are required to report their absence 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. REPORTING A TARDINESS

In the event an employee calls to report a late arrival, salary for that employee will be deducted in accordance with time missed based upon their current rate of pay.

3. FAILING TO REPORT A TARDINESS

Should an employee teacher fail to report to his/her assignment one half hour after the official sign-in time, that employee will be considered absent for that day.

4. ABSENCE BEFORE AND AFTER A HOLIDAY

All employees are required to work the last scheduled working day before and the next scheduled 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, extended sick leave, and short term sick leave. In the case of short term sick leave the employee must submit medical certification from a licensed physician or hospital, including a diagnosis, verifying that he/she was either physically unable to perform his/her duties or that he/she was carrying a contagious disease on the day(s) of absence. The medical certificate must be submitted to the Department of Health Services within 3 working days of the date the employee returns to work.

*5. 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 Newark Public Schools agrees not to penalize the employee.

SECTION 3 DUTIES OF AIDES

A. SIX HOUR AIDES

The duties of six hour aides shall be the same as the job specifications contained in the Newark Public Schools' Title I Proposals for the year 1970-71.

B. PER DIEM SUBSTITUTES AND THREE HOUR AIDES

Per diem substitutes and three hour aides shall supervise and engage in the duties and activities related to cafeteria, halls, playgrounds, sidewalks and buses.

C. TEACHERS VOLUNTEERING

Teachers may voluntarily perform such activities as described in B above.

D. PARENT VOLUNTEERS

Any expenditures for noninstructional duties other than those listed above shall be made only if the Newark Public Schools deems it necessary. Volunteer parent help can be recruited for additional nonclassroom work if it is deemed necessary by the Newark Public Schools. All existing aide positions will be maintained during the term of the Contract.

SECTION 4 ASSIGNMENTS

A. PRIMARY CONSIDERATION

Primary consideration in making any assignment shall be based upon the competency, training, and experience of the unit members for the undertaking.

B. SCHEDULES

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. LEAVING BUILDING

If the need arises, the employees may leave the building with the permission of the principal or appropriate authority.

D. POSTING OF SCHEDULES

Schedules of all personnel shall be available to all unit members and shall be posted on the teachers' bulletin Newark Public Schools of each school or on the bulletin boards in teacher lounges in each school.

E. SUBSTITUTE TEACHER SCHEDULE

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. DEFINED

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. FACTOR IN A DISPUTE

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

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 the aegis of Civil Service must be dropped from employment in reverse order of their seniority, they shall be placed on a special reemployment list, and they shall be reemployed in direct order of seniority.

D. INVOLUNTARY TRANSFER

Involuntary transfers shall take place only under special circumstances and shall be for fair and equitable reasons. Upon request, the Human Resources Department shall furnish the employee who has been so transferred an explanation, in writing, for said transfer.

E. PRIORITY FOR SIX HOUR AIDE OPENINGS

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.

F. PRIORITY FOR SUBSTITUTE AIDES

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. AUTHORITY TO EVALUATE

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. EVALUATION

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 reevaluate 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. ELECTRONIC MONITORING OR RECORDING PROHIBITED

The Newark Public Schools 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.

D. OPPORTUNITY TO READ

Evaluations shall not be placed in the employee's file 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.

18

E. COPY OF EVALUATION TO EMPLOYEE

Employees shall be given a carbon copy of each evaluation.

F. RIGHT TO INSPECT FILES

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

G. CONFIDENTIAL FILES

The Newark Public Schools agrees to continue its policy of treating these personal files confidential.

H. REVISION OF FORMS

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

SECTION 7 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 8 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.

SECTION 9 CLASS INTERRUPTIONS

The Newark Public Schools 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.

19

SECTION 10 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 11 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 1 NEGLIGENCE

A. COST OF DEFENSE

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 Newark Public Schools 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 Newark Public Schools may arrange for and maintain appropriate insurance to cover all such damages, losses or expenses.

B. REPORTING OF PERSONAL OR PROPERTY DAMAGE

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 Newark Public Schools 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 Newark Public Schools shall:

A. SALARY AND SICK DAY PROTECTION

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.

B. AWARD RESTRICTION

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. LENGTH

Upon certification by a competent physician and application by an aide, a leave for maternity shall be granted by the Newark Public Schools for a period of no more than one (1) year.

B. RETURN TO SERVICE

An aide on maternity leave shall be reinstated at any time during the period of such leave upon request of the aide.

C. EXTENDED MATERNITY LEAVE

Leave shall be extended for a period of one (1) year by the Newark Public Schools for care of child, if requested by the aide.

D. EXTENDED MATERNITY LEAVE - SENIORITY AND SALARY

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 an school year, it shall count as a full year.

E. SENIORITY RIGHTS

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, such days to be equivalent in duration to the number of daily hours worked. Unused personal days granted in accordance with this section will be accumulated as sick leave days.

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 Newark Public Schools' 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 SAME LEAVE PROVISION AS TEACHERS

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

SECTION 7 PAYCHECK PICKUP

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 PRORATED SICK DAYS

Employees hired or returning from leaves of absences on or after (October 15) shall receive sick leave on a prorated monthly basis predicated upon fifteen days per school year.

SECTION 9 CONVERSION OF SICK AND PERSONAL DAYS

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 (compensable) 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. FIRST 50 DAYS

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. 51 - 100 DAYS

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) each.

C. OVER 100 DAYS

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.

D. EFFECTIVE MARCH 1, 2000 - CONVERSION OF SICK DAYS

Employees who retire on or after March 1, 2000, shall be paid the following amount for each accumulated sick leave day:

1. FIRST 90 DAYS

Aides - fifty dollars (\$50)

2. 91 - 150 DAYS

For the next sixty (60) days accumulated, one day's pay for each four (4) days accumulated, said days pay compensable at the 1/200th daily rate of pay for said employees, then existing;

3. 151 - 250 DAYS

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five accumulated days said days compensable at the rate of one hundred dollars (\$100) each;

4. OVER 250 DAYS

For all accumulated sick days in excess of two hundred fifty days, one days pay for each five accumulated days, said days pay to be compensable at the rate of seventy-five dollars (\$75) per day.

5. REQUIREMENT

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

A. DEFINITION

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.

B. CONDITIONS

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

1. DEADLINE

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.

2. APPLICATION

The employee must submit formal application for retirement simultaneously which 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.

3. NUMBER OF SICK DAYS REQUIRED

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.

C. CHECK PERCENTAGE 3% 1998-99 NO LIMIT 1999-2000

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.

D. SICK LEAVE DAYS DEDUCTION

Sick leave days equal to the length of the terminal leave shall be deducted from the total number of accumulated sick days.

E. NOTIFICATION OF APPROVAL

Notification of Newark Public Schools approval will be received by each applicant no later than April 1 of each respective year.

*F. EFFECTIVE JULY 1, 1999: GUIDELINES

Effective July 1, 1999, terminal leave shall be deleted from the Agreement. All terminal leaves that are approved prior to this date shall conclude on or before January 31, 2000. The application time limit for taking terminal leaves that begin on September 1, 1998, shall be extended to May 1, 1998. The limit on the number of terminal leaves for the 1998-99 school year shall be increased to three percent (3%). There shall be no limit on the number of terminal leaves granted for the period beginning September 1, 1999. Application for terminal leaves that begin on September 1, 1999 shall be submitted by October 1, 1998.

G. EFFECTIVE JULY 1, 1999: 90 DAYS NOTICE

Effective July 1, 1999, aides who retire must give the NPS at least ninety (90) days advance notice for retirements that occur on dates other than July 1st of each year.

SECTION 11 SICK DAY PROGRAM

The Newark Public Schools 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 Public Schools 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. MAINTENANCE OF BENEFITS

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 Newark Public Schools 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 benefits to be paid shall only include unit members identified as Newark Public Schools employees in Branch 1 of the Fund's schedule of payments, which schedule was in place as of August 14, 1984.

The Newark Public Schools 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 fortyfive (45) days of the date when the vacancy shall first occur.

Section B. REVIEW OF BENEFITS PROVIDER

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

ARTICLE X SALARY
SECTION 1A

SIX (6) HOUR AIDES SALARY GUIDE

Effective July 1, in each appropriate year:

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 18,125	\$ 18,625	\$ 19,225	\$ 19,825
2	18,992	19,492	20,092	20,692
3	19,811	20,311	20,911	21,511
1st Long	200	200	250	300
Long 20	20,011	20,511	21,161	21,811
2nd Long	200	200	250	300
Long 25	20,211	20,711	21,411	22,111

SECTION 1B

Six hour aides shall be paid an additional \$500 after obtaining sixty (60) college credits at a recognized college or university. Verification of the obtaining 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.

The Newark Public Schools and the Union shall recommend to the Supplemental Fringe Benefits Fund:

1. That the SFBF shall solicit upon 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 Newark Public Schools 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 Newark Public Schools and the Union. This report shall outline the conclusions of the performance review.

ARTICLE IX HEALTH BENEFITS

SECTION 1 SIX HOUR AIDES

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

SECTION 2 THREE HOUR AIDES

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

SIX HOUR AIDES WITH 60 COLLEGE CREDITS SALARY GUIDE

Effective July 1, in each appropriate year:

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 18,720	\$ 19,220	\$ 19,820	\$ 20,420
2	19,587	20,087	20,687	21,287
3	20,405	20,905	21,505	22,105
1st Long	200	200	250	300
Long 20	20,605	21,105	21,755	22,405
2nd Long	200	200	250	300
Long 25	20,805	21,305	22,005	22,705

SECTION 1C

ATTENDANCE AIDES SALARY GUIDE

Effective July 1, in each appropriate year:

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 20,550	\$ 21,050	\$ 21,650	\$ 22,250
2	21,308	21,808	22,408	23,008
3	22,065	22,565	23,165	23,765
4	22,822	23,322	23,922	24,522
5	23,579	24,079	24,679	25,279
6	25,093	25,593	26,193	26,793
1st Long	200	200	250	300
Long 20	25,293	25,793	26,443	27,093
2nd Long	200	200	250	300
Long 25	25,493	25,993	26,693	27,393

THREE HOUR AIDES SALARY GUIDE

Effective July 1, in each appropriate year:

STEP	1996-97	1997-98	1998-99	1999-2000
1	\$ 9,063	\$ 9,313	\$ 9,613	\$ 9,913
2	9,496	9,746	10,046	10,346
3	9,905	10,155	10,455	10,755
1st Long	100	100	125	150
Long 20	10,005	10,255	10,580	10,905
2nd Long	100	100	125	150
Long 25	10,105	10,355	10,705	11,055

SECTION 3A

PER DIEM SALARY GUIDE

PER DIEM TEACHERS PER DAY

Effective July 1, in each appropriate year:

1997-98	1998-99	1999-2000
\$93.00	\$94.00	\$95.00

SECTION 3B

PER DIEM AIDE PER HOUR

Effective July 1, in each appropriate year:

1997-98	1998-99	1999-2000
\$10.00	\$10.20	\$10.40

SECTION 3C

PER DIEM CLERKS PER DAY

Effective July 1, in each appropriate year:

1997-98	1998-99	1999-2000
\$60.00	\$61.00	\$62.00

SECTION 4 REGULAR PAYDAYS

PAYDATES	NO. OF DAYS
September 18, 1998	7 days
October 2, 1998	7 days
October 16, 1998	10 days
October 30, 1998	10 days
November 13, 1998	10 days
November 25, 1998	10 days
December 11, 1998	10 days
December 23, 1998	10 days
January 8, 1999	10 days
January 22, 1999	10 days
February 5, 1999	10 days

PAYDATES	NO. OF DAYS
February 19, 1999	10 days
March 5, 1999	10 days
March 19, 1999	10 days
March 26, 1999	10 days
April 16, 1999	10 days
April 30, 1999	10 days
May 14, 1999	10 days
May 28, 1999	10 days
June 11, 1999	10 days
June 25, 1999	10 days
June 29, 1999	7 days
(Last day of school)	

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 INCORRECT SALARY

If an employee claims that she/he has been receiving an incorrect salary applicable to her/him and her/his 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 MAILED CHECKS

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

1997-98	1998-99	1999-2000
\$14.20	\$15.20	\$16.20

SECTION 8 EQUIVALENCY CREDITS

The Newark Public Schools 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 certified 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 Newark Public Schools for inservice teaching.

SECTION 9 SALARY HOLD BACK

The Newark Public Schools 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 Newark Public Schools and the Union agree to combine their efforts to establish a new Career Ladder Program for aides employed by the Newark Public Schools. The Newark Public Schools 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 Newark Public Schools. 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 Newark Public Schools 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 Newark Public Schools and the Union will also undertake to develop plans to assist any aides who may not be eligible for posthigh school training to become so prepared on the basis of utilizing existing programs in Newark Schools and the development of new inservice 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 Newark Public Schools and the Union agree to pursue discussion to establish a career ladder program for six hour aides, 3 hour aides, and 28 clerks leading to a teaching degree.

ARTICLE XII MATTERS NOT COVERED

SECTION 1 SUPERSEDED POLICY RULE REGULATION

Any previously adopted Policy rule or regulation of the Newark Public Schools which is in conflict with a provision of this Agreement shall be superseded and replaced by the applicable provision of this Agreement.

SECTION 2 NO CHANGES IN WAGES, HOURS OR CONDITIONS OF EMPLOYMENT
The Newark Public Schools agrees that it will make no change in existing Newark Public Schools 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 NEW CONTRACT NEGOTIATIONS

Negotiations on a new contract shall commence no sooner than October 1, 1999 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 1968 and Fair Labor Practices.

ARTICLE XIII NO STRIKE

SECTION 1 NO STRIKES, WORK STOPPAGE

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 NO LOCK-OUTS

The Newark Public Schools agrees that during the period of this Agreement there shall be no lockouts 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 Newark Public Schools.

ARTICLE XV CONFORMITY TO LAW AND SAVINGS CLAUSE

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

ARTICLE XVII EMPLOYEE ASSISTANCE PROGRAM

The Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools 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 AIDS POLICY

The Newark Public Schools 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 XIX DURATION

This agreement and each of its provisions shall be binding and effective as of the 1st day of July 1997 and shall continue in force and effect until and through the 30th day of June 2000.

In Witness Whereof, the Union and the Newark Public School ratified this document as of March 2, 1998.