

AGREEMENT BETWEEN

NEWARK TEACHERS UNION
and
NEWARK PUBLIC SCHOOLS

Newark Teachers Union
Local 481
American Federation of Teachers
AFL-CIO
1019 Broad Street
Newark, NJ 07102



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AIDE - PER DIEM SUBSTITUTE
July 1, 2003 - June 30, 2006

NEWARK TEACHERS UNION

Local 481

American Federation of Teachers

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STATE OPERATED SCHOOL DISTRICT

City of Newark



Marion Bolden
State District Superintendent

SCHOOL DISTRICT NEGOTIATING TEAM

Anzella Nelms, Deputy Assistant Superintendent

Raymond A. Cassetta, Chief Negotiator
Ann Marie McGoldrick, Assistant Superintendent, Human Resources Department
Dr. Don Marinaro, Assistant Superintendent
Raphael Felli, Director of Labor Relations
Dr. Glenda Johnson-Green, Executive Assistant

Margaret Adeyemo, Labor Relations Specialist / Senior Personnel Technician

QUICK REFERENCE GUIDE

ABSENTEEISM AND TARDINESS...16, 17
ASSIGNMENTS...18
CALENDAR...15, 16
CONVERSION OF SICK AND PERSONAL DAYS...26, 27
DUTIES OF AIDES...17
EMPLOYEE ASSISTANCE PROGRAM...37
EVALUATIONS...19, 20
FACULTY MEETINGS...21
GRIEVANCE PROCEDURE...3-6
SALARY GUIDES...30, 31
SCHOOL DAY...16, 17

ADDITIONAL QUICK REFERENCES

TABLE OF CONTENTS

Incorporation of Mediators Recommendations and Mayors Suggestions...1
Declaration of Intent...1
Agreement...1

Article I Recognition

- Section 1 Unit Members...2
- Section 2 Employee Defined...2
- Section 3 Equal Union Representation...2

Article II NonDiscriminating Clause

- Section 1 Causes...2
- Section 2 Employee Organization...2

Article III Grievance Procedure

Section 1 Definition of Grievance

- A Prevailing Policy or Practice...3
- B Regulations or Order...3
- C Union Right to Initiate...3

Section 2 Procedures

- A Representation...3
- B Time for Meetings or Hearings...4
 - Step 1 Informal Conference...4
 - Step 2 Principal...4
 - Step 3 Superintendent...4, 5
 - Step 4 Arbitration Awards...5

Section 3 General Provisions

- A Request for Binding Arbitration...5
- B Arbitration Awards Enforcement...5
- C Arbitrator...5
- D Arbitrator's Powers...6
- E Arbitrator Limits...6
- F Fees and Expenses...6
- A Notice Procedures...6, 7
- B Persons Proper to Hearings...7
- C Supervisor Caused Grievances...7
- D Union Arbitration Choice...8

- E Reprisals Not Allowed...8
- F Time Limits...8
- G Year End Resolution...8
- H Grievance and File, Promotion, Placement...8
- I Filing Forms...8

Article IV Union Rights

- Section 1 Leave for Union Services...9**
- Section 2 Negotiations on School Time...9**
- Section 3 Bulletin Boards...10**
- Section 4 Union Meetings**
 - A Principal Notification...10
 - B Union General Membership Meetings...10
 - C School Meetings...10, 11
- Section 5 Meeting with Principals**
 - A Principal/Building Committee Meetings...11
 - B Union Representation Formula...11
 - C Individual School Policies...11
- Section 6 Availability of Information...11**
- Section 7 Distribution of Literature...12**
- Section 8 Newark Public Schools' / Union Conferences...12**
- Section 9 School Visitation**
 - A Union Staff & Officers...12
 - B Classroom Visitation...12, 13
 - C Notification of Building Representatives...13
- Section 10 Union Representation at Newark Public Schools Meetings...13**
- Section 11 Leave for Union Convention**
 - A Conventions...13
 - B Legislative and Governmental Bodies...13, 14
 - C Number of Days Available...14
 - D Limitation of Representatives...14
- Section 12 Dues Deduction...14**
- Section 13 Other Deductions...14**
- Section 14 Super Seniority...14, 15**
- Section 15 Use of School Phone...15**
- Section 16 - Notice of School Closing...15**

Article V General Conditions of Employment

- Section 1 Calendar**
 - A Work Year...15
 - B New Employees...15
 - C Prior Practice Establishing School Calendar...16
- Section 2 School Day**
 - A Six Hour Aides...16
 - 1 School Day...16
 - 2 Ten Minute Break...16
 - B Absenteeism and Tardiness...16
 - 1 Reporting an Absence...16
 - 2 Reporting Tardiness...16
 - 3 Failing to Report Tardiness...16
 - 4 Absence Before & After a Holiday...17
- Section 3 Duties of Aides**
 - A Six Hour Aides...17
 - B Per Diem Substitutes...17
 - C Teacher Volunteers...17
 - D Parent Volunteers...17
 - E Subcontracting...17
- Section 4 Assignments**
 - A Primary Consideration...18
 - B Schedules...18
 - C Leaving Building...18
 - D Posting of All Schedules...18
 - E Substitute Teacher Schedule...18
- Section 5 Seniority**
 - A Defined...18
 - B Factor in A Dispute...18
 - C Layoffs...19
 - D Involuntary Transfer...19
 - E Priority for Substitute Aides...19
- Section 6 Unit Members Performance, Evaluation, Personnel Files**
 - A Authority to Evaluate...19
 - B Evaluation...19
 - C Observation / Evaluation Conferences...20

Article XII Matters Not Covered
Section 1 Superseded Policy Rule Regulation...35
Section 2 No Changes, Wages, Hours, Conditions...35
Section 3 New Contract Negotiations...35

Article XIII No Strike
Section 1 Work Stoppage...36
Section 2 No Lockouts...36

Article XIV Availability of Contract...36

Article XV Conformity to Law and Saving Clause...36

Article XVI Agency Shop...37

Article XVII Employee Assistance Program...37

Article XVIII Duration...38

MEDIATOR'S RECOMMENDATIONS

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 17th or 18th, 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 16th, 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 effective as of the 1st day of July 2003 by and between the STATE OPERATED SCHOOL DISTRICT 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, AFL-CIO, (hereinafter referred to as the "Union").

The expired agreement, dated July 1, 2000 through June 30, 2003, shall be renewed for a period of three (3) years effective July 1, 2003.

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 District and the Union.

ARTICLE I RECOGNITION

SECTION 1 UNIT MEMBERS

The Newark Public Schools recognizes the Union as the sole exclusive bargaining agent pursuant to NJSA 34:13A-1 et seq known as the New Jersey Employer-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, senior community aides and job coach, 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 is 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 OR ORDER

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. Grievance hearings may also be held at the SLT offices beginning as early as 2:30pm. Employees shall not receive extra compensation for extensions of the work day caused by grievance hearings.

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 Newark Public Schools and the Union shall select the arbitrator. 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 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.

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 writ

ten 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 School'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 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.

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

I. 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 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 twenty-four (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 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 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 the Executive Superintendent shall make a timely response to the Union. 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 represent-

tative 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 180 pupil days and 188 working days in this school year.

For School Calendars 2003-2004, 2004-2005 and 2005-2006, refer to the Newark Teachers Union Pocket Calendar for each respective School year.

B. NEW EMPLOYEES

Employees who were not employed by the Newark Public Schools the previous school year may be required to report two (2) days immediately prior to the organization day for orientation.

The orientation sessions will be held on either the Tuesday, Wednesday, Thursday immediately preceding Labor Day each year. The purpose of the orientation days shall be to inform new employees of system wide policies, practices and procedures related to their jobs and/or employment.

The orientation days shall be without additional compensation.

C. 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. NORMAL SCHOOL DAY

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 workday.

B. 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 their 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.

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

Per Diem substitutes shall supervise and engage in the duties and activities related to cafeterias, 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.

E. SUBCONTRACTING

The NPS shall not contract (privatize) any schools or jobs without first negotiating with the NTU. Such negotiations shall be limited to the terms of separation for employees whose jobs are eliminated by the subcontracting.

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 boards in 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

When an involuntary transfer or reassignment is being recommended, the principal shall meet with the aide involved, no later than June 15, whenever possible, to notify the aide of the reason of the recommended transfer or assignment. If requested, the reason for the recommended transfer or reassignment shall be given to the aide, in writing, by the principal within five (5) school days of the meeting.

E. 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

Members of the supervisory and administrative staff, authorized and competent to make such evaluation, shall regularly evaluate unit member performance. 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 Outstanding, Satisfactory, Needs Improvement 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 Unsatisfactory may request evaluation to be made by another supervisor from within the system.

C. OBSERVATIONS/EVALUATION CONFERENCES

Observation/evaluation conferences shall be held within ten (10) calendar days of the classroom visit. The ten (10) days may be extended by the number of days that either party is absent.

D. 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.

E. 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.

F. COPY OF EVALUATION TO EMPLOYEE

Employees shall be given a carbon copy of each evaluation.

G. RIGHT TO INSPECT FILES

Any employee represented by the Union shall have the right to inspect all items in their personal file. She/he shall also have the right to include in their file any information for material, which she/he considers germane. Documents of anonymous origin shall not be placed in the employee's personnel file and shall not be used against the employee.

H. CONFIDENTIAL FILES

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

I. 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.

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 any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, 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 person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and 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

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, 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

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

B. A medical certificate is required when a bargaining unit member's absence exceeds five (5) consecutive working days due to illness. It should be mailed directly to Health Education & Services, The Newark Public Schools, 2 Cedar Street, Newark, NJ 07102. Mark the envelope **CONFIDENTIAL: FORMS CLERK**. Do not submit this form to your school or department.

SECTION 2 MATERNITY LEAVES

A. LENGTH

Upon certification by a competent physician and application by an aide, the Newark Public Schools shall grant a leave for maternity 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

Aides will be granted three (3) days leave annually for personal reasons without explanation. The State District Superintendent at his/her discretion may grant additional personal leave days if the reason warrants it. Unused personal days granted in accordance with this section will be accumulated as sick leave days. Personal days shall be pro-rated based on the number of months the teacher is on the payroll. Employees hired on or before October 15 will be granted three (3) personal days, employees hired between October 16 and March 15 will be granted two (2) personal days, employees hired on or after March 16 will be granted one (1) personal day.

Personal days may only be used as full school 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.

A. INDUCTED AIDE

Military Leave of absence without pay will be granted to an aide inducted into the Armed Forces for the required length of service according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.

B. ELIGIBILITY FOR MILITARY LEAVE

An aide will be eligible for military leave of absence if ordered to report for civilian work in the National interest under the current provision of the Selective Service and Training Act applying to conscientious objectors.

C. SALARY SCHEDULE PLACEMENT

Upon return to the school system, such inducted aide will be placed on a step of the salary scale as if he had never left.

D. REINSTATEMENT AND SENIORITY

The aide returning from military service will be reinstated and will retain seniority as if he had never left.

SECTION 6 EXISTING LEAVE POLICY

No deduction of salary of a regular employee shall be made for absence as follows:

A. DEATH IN IMMEDIATE FAMILY/HOUSEHOLD

Death in the immediate family or household - up to five (5) consecutive working days immediately following the death. The immediate family and household are defined as follows: spouse, domestic partner only, child (including stepchild), parent (including parent-in-law and stepparent), sibling, grandparent, and grandchild.

B. COURT SUBPOENA

Absence on account of court subpoena

C. QUARANTINE

Quarantine

D. EXCUSED ATTENDANCE AT CONFERENCE

Attendance at conferences when excused by the State District Superintendent.

E. MARRIAGE

The State District Superintendent may grant two (2) weeks furlough, without pay, for the marriage of the aide.

F. FAMILY & MEDICAL LEAVE ACT

A. Employees taking leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of sick leave, personal leave, vacation days, etc. in the leave.

B. Permitted Purposes For Leave

FLA-Serious health condition of spouse, child, parent including parent-in-law, or the birth or placement for adoption of a child.

FMLA-Serious health conditions of spouse, child or parent, or the employee's own serious health condition, or the birth or placement for adoption or foster care of a child.

C. Seniority

Time spent on unpaid Family Leave pursuant to this Section will be considered as time worked for purposes of determining seniority.

D. Attendance Improvement Plan

Absence for approved FLA or FMLA leaves will not be included in the Attendance Improvement Program.

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.

A. 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-five dollars (\$55). Effective July 1, 2004 - sixty dollars (\$60).

2. 91 - 150 DAYS

For the next sixty (60) days accumulated, one day's pay for each three point five (3.5) 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 ten dollars (\$110) each. Effective July 1, 2004 - one hundred fifteen dollars (\$115).

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 one hundred dollars (\$100) per day. Effective July 1, 2004 - one hundred dollars (\$100).

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.

6. 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 10 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 employees 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. 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 to be provided for 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 forty-five (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 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.

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

ARTICLE X SALARY

SECTION 1A SIX (6) HOUR AIDES SALARY GUIDE

Effective July 1, in each appropriate year:

SIX HOUR AIDES - WITH LESS THAN 60 CREDITS					
	2002-2003	2003-2004	2004-2005	2005-2006	
STEP					
1	\$22,325	\$23,385	\$24,609	\$26,009	\$26,009
2	\$23,192	\$24,294	\$25,509	\$26,909	\$26,909
3	\$24,011	\$25,152	\$26,409	\$27,809	\$27,809
1st Long	\$200	\$275	\$350	\$425	\$425
Long 15	\$24,211	\$25,427	\$26,759	\$28,234	\$28,234
2ng Long	\$390	\$450	\$530	\$620	\$620
Long 20	\$24,401	\$25,602	\$26,939	\$28,429	\$28,429
3rd Long	\$390	\$450	\$530	\$640	\$640
Long 25	\$24,791	\$26,052	\$27,469	\$29,069	\$29,069
4th Long	\$200	\$200	\$200	\$200	\$220
Long 30	\$24,991	\$26,252	\$27,669	\$29,289	\$29,289

SECTION 1B SIX HOUR AIDES (60 COLLEGE CREDITS) SALARY GUIDE
Effective July 1, in each appropriate year:

SIX HOUR AIDES WITH 60 COLLEGE CREDITS					
	2002-2003	2003-2004	2004-2005	2005-2006	
STEP					
1	\$22,920	\$24,295	\$25,846	\$27,505	\$27,505
2	\$23,687	\$25,108	\$26,746	\$28,405	\$28,405
3	\$24,605	\$26,081	\$27,646	\$29,305	\$29,305
1st Long	\$200	\$275	\$350	\$425	\$425
Long 15	\$24,805	\$26,356	\$27,996	\$29,730	\$29,730
2ng Long	\$390	\$450	\$530	\$620	\$620
Long 20	\$24,995	\$26,531	\$28,176	\$29,925	\$29,925
3rd Long	\$390	\$450	\$530	\$640	\$640
Long 25	\$25,385	\$26,981	\$28,706	\$30,565	\$30,565
4th Long	\$200	\$200	\$200	\$220	\$220
Long 30	\$25,585	\$27,181	\$28,906	\$30,785	\$30,785

Verification of the attainment of the sixty (60) credits will be made by the employee forwarding an official transcript to the Assistant Superintendent for Human Resources. Movement to the plus sixty (60) credit guide will occur on the employee's annual anniversary date.

SECTION 2A PER DIEM TEACHERS RATE GUIDE

Sub. Teacher - Per Day	1/1/2004	1/1/2005
Teachers - 60 credits	\$110.00	\$120.00
Teachers - BA	\$120.00	\$130.00

NOTE: All employees are entitled to be paid on the appropriate pay day.

SECTION 2B PER DIEM AIDE PER HOUR GUIDE

Per Diem Aide - Per Hour	1/1/2004	\$11.50
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NOTE: All employees are entitled to be paid on the appropriate pay day.

SECTION 2C PER DIEM CLERKS PER DAY

Per Diem Clerk Per Day	1/1/2004	\$80.50
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NOTE: All employees are entitled to be paid on the appropriate pay day.

SECTION 3 REGULAR PAYDAYS

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.

For actual pay dates, refer to the Newark Teachers Union Pocket Calendar for the school years 2003-2004, 2004-2005 and 2005-2006.

SECTION 4 INCORRECT SALARY

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 5 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 6 SUMMER RATES - AIDES

Aides	1/1/2004	7/1/2004	7/1/2005
	\$17.65	\$18.10	\$18.55

SECTION 7 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 in-service teaching.

SECTION 8 SALARY HOLD BACK

Paychecks for regularly employed aides will be issued on the same day on which paychecks for teachers are issued.

Paychecks for per diem employees will be issued one (1) week after the close of the pay period for which the per diem employee is being paid.

SECTION 9 PER-DIEM SUBSTITUTE TIME REPORTS

The date and period of per-diem substitute time reports shall cover precisely the same period of time as that covered by the time reports submitted by school offices for the regularly employed teaching staff.

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 tender 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 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 Newark Public Schools and the Union agree to pursue discussion to establish a career ladder program for aides and 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, 2002 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to NISA 34:13A-1 et.seq. Laws of the State of New Jersey 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 LOCKOUTS

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 DURATION

This agreement and each of its provisions shall be binding and effective as of the 1st day of July 2003 and shall continue in force and effect until and through the 30th day of June 2006.

In Witness Whereof, the Union and the Newark Public School ratified this document as of December 4, 2003.