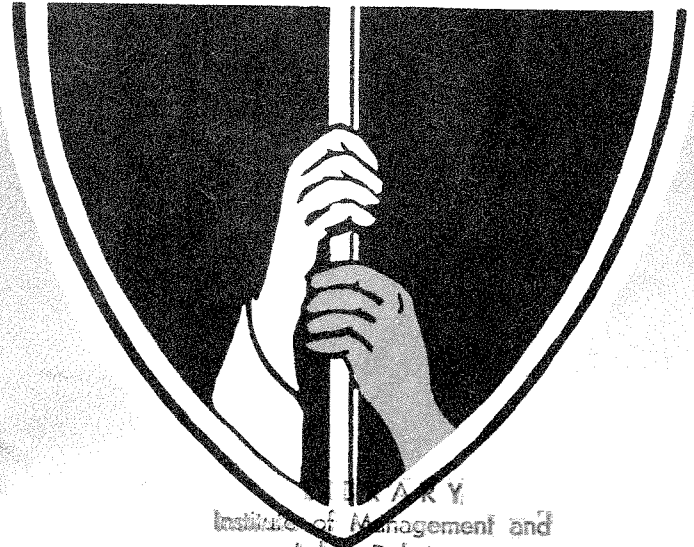


AGREEMENT BETWEEN THE BOARD OF
EDUCATION OF THE CITY OF NEWARK
AND THE NEWARK TEACHERS UNION,
LOCAL 481, A.F.T./AFL-CIO

FEBRUARY 1, 1970 - JANUARY 31, 1971



NEWARK
Institute of Management and
Labor Relations

SEP 30 1974

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Foreword

The contents of this agreement are the most comprehensive ever negotiated in a "first" contract.

Through the determination of the Newark Teachers Union supported by the solidarity, courage, and perseverance of Newark's educational employees, we have achieved **those basic** rights presently enjoyed by workers in the private sector.

We have paid an extremely high price in order to make this contract a "living" document; however, our struggle was not in vain, for this initial agreement will serve as the foundation upon which to build our future demands.

The terms and conditions set forth in this agreement provide for a joint relationship that will benefit the Board and the educational workers of the City of Newark, and concomitantly those to whom we are most responsible, our students.

Together, in Union Solidarity

Carole A. Graves

President

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DECLARATION OF INTENT

The Board and the Union hereby declare their intent to cooperate in their common aims to achieve educational excellence in the Newark school system.

AGREEMENT

This Agreement is made and entered into effective as of the 1st day of February, 1970, by and between THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "Board") and the NEWARK TEACHERS UNION, LOCAL 481, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the "Union.")

ARTICLE I - RECOGNITION

Section I. The Board hereby recognizes the Union as the exclusive collective negotiations representative, pursuant to Chapter 303 of the Laws of the State of New Jersey known as the New Jersey Employer-Employee Relations Act, for the purpose of collective negotiations concerning the terms and conditions of employment of employees of the Board in the unit consisting of the following categories of employment: teachers, long-term substitute teachers, itinerant teachers, home-bound teachers, recreation teachers, speech teachers, speech therapists, remedial reading teachers, provisional teachers, librarians, drop out counselors, guidance counselors, regular teachers teaching four nights per week in Newark Evening High School, and coordinators having permanent status as teachers, helping teachers, social workers, psychologists, attendance counselors, teacher clerks and clerk stenographers (school), but excluding department chairmen, acting department chairmen, head guidance counselors, teachers to assist the principal, vice principals,

principals, acting vice principals, acting principals, directors, assistant superintendents, superintendents, laboratory assistants, nurses, pianists, maintenance workers, cafeteria workers, security guards, per diem substitutes with thirty (30) days non-consecutive service in the same position who are not Board appointed, teacher and school aides, and all permanent, acting, temporary, or provisional supervisory employees.

Section 2. The term "employee" as hereinafter used means a person employed by the Board in any of the offices or positions mentioned in Section I of this Article.

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

ARTICLE II - NON-DISCRIMINATION CLAUSE

A. 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.

B. The Board agrees that employment application forms and oral interview procedures shall contain no reference to the 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 I - Definition

A. A grievance is a complaint by an employee that (1) 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 him a violation, misinterpretation or misapplication of the provisions of this Agreement or of any existing rule, regulation or order of the Board, or any of the rules, regulations or orders of the New Jersey State Department of Education having the force and effect of law.

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

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

Section 2 - Procedures

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

B. Times for meetings or hearings. The time for a meeting or hearing at all steps other than Step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provisions of Step 1 below) a representative of the Union shall have the right to be present and to present the Union's views at each

employee under the provisions of Section 2 of this Article may be given for him with his consent by the Union.

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

STEP 2. If the grievance is not satisfactorily adjusted within two (2) 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 three (3) school days after the end of the said two (2) day period to his immediate superior for satisfactory adjustment, but such written grievance must be submitted to such superior in any event within thirty (30) school days following his becoming aware of the act or circumstance giving 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 his decision, but in any event he shall give his decision in writing with his reasons therefore to the employee, the Union, and the Superintendent within three (3) school days after the written grievance has been submitted to him by the employee.

STEP 3. The employee may appeal to the Superintendent of Schools from the last mentioned decision of his immediate superior 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 to the Superintendent of Schools and to the employee's immediate superior written notice of such appeal setting forth specifically the basis of the grievance. The Superintendent

representative within ten (10) school days after the granting of notice of appeal, and shall give his decision in writing with his reasons; therefore, to the employee, Union and the employee's immediate superior within three (3) school days after such meeting.

STEP 4. The employee may appeal to the Board from the last-mentioned decision of the Superintendent 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 3" by giving to the Board and to the Superintendent written notice of such appeal setting forth specifically the basis of the grievance. The Board, or its designated Committee, shall hold a hearing and shall give its decision in writing with their reasons therefore to the employee and the Union within thirty (30) calendar days after the giving of such notice of appeal.

STEP 5. A. In the event a grievance shall not have been settled under the above procedures, the employee may have the grievance submitted to binding arbitration by giving, within ten (10) school days after the decision of the Board has been given to the employee and the Union pursuant to the above provisions under the caption "STEP 4", to the Superintendent and the Board, the employee's written request for binding arbitration by the procedures and subject to the provisions below set forth.

B. The Board, the employee, and a representative of the Union, shall then attempt to agree on an arbitrator to resolve the grievance. If such agreement is not reached within three (3) school days of the time when the request for arbitration has been given to the Superintendent and the Board pursuant to the above provisions under the caption "STEP 5", the grievance shall be submitted within ten (10) days to the American Arbitration Association

procedures, and the parties shall join in the execution of such requests and related documents as the said Association may require for that purpose.

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

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

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

Section 3 - General Provisions

A. If the decision to be given by an employee's immediate administrative superior, the Superintendent or the Board in accordance with the applicable provisions under "STEP 1", "STEP 2", or "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 appeal to the next step, or in the case of the decision

specified under "STEP 4", 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 he would be required to give if a decision adverse to him had been rendered on the outside date prescribed above for rendering decisions under STEPS "2", "3" or "4."

If the employee fails to submit his written grievance within the time specified in the provisions under "STEP 2" above, or if he fails to give within the prescribed time the written notices of appeal respectively mentioned under "STEP 3" or "STEP 4" above, or if he fails to give within the prescribed time written notice of the request for arbitration mentioned under "STEP 5" 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 employee to 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 such superior, or to the Superintendent, at their respective offices. Such notice to be given by the employee to the Board may be given by mailing it by certified mail, return receipt requested, addressed to the Board at 31 Green Street, Newark, New Jersey, or by leaving it with a person in charge at the office of the secretary of the Board at the same address. Any notice or decision to be given to the employee may be given by hand or by mailing it by certified mail, return receipt requested, addressed to him at his home address as shown in the Board's records. Any notice or decision to be given to the

Union may be given 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 superior, the Superintendent or the Board under Section 2 of this Article, but if a notice or decision of the employee's superior, the Superintendent or the Board is given to the employee by certified mail, the time within which the employee may give notice of appeal as provided under STEPS "3" or "4", or notice of request for arbitration as provided under "STEP 5" above shall be increased by two (2) days.

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

C. A grievance arising from the action of a supervisor, director, coordinator attached to the Central Office, associate to assistant superintendent, or assistant superintendent, will first be discussed with that official and if not resolved informally, it may be processed in accordance with STEPS "3", "4", "5" above.

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

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

F. In the event that a grievance is carried to STEP "2" the Union shall be immediately notified. The time for a meeting or a hearing at all steps other than STEP "1" within the prescribed time limit shall be fixed by mutual agreement. Such hearing must take

within the time limit provided in this step.

G. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.

H. Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process, or any recommendation for job placement.

I. A form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

ARTICLE IV - UNION RIGHTS

Section 1 - Leave for Union Service

Leave of absence shall be granted by the Board to members of the bargaining unit upon their personal request and that of the Union to work for the Union, the New Jersey State Federation of Teachers, or the American Federation of Teachers. No more than five (5) 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 Union for an additional period which shall in no case exceed two additional academic years.

In the event that requests under the terms of this Section shall be made for more than one leave operating simultaneously in one particular field of instruction or educational service, approval of the Superintendent shall be required prior to the granting of any such additional leave.

When any individual granted such leave of absence returns to regular employment with the Board, he shall be placed on the step of the salary schedule that he would have attained had he been

continuously employed during such absence. There shall be no loss of seniority or any other right available to 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 plans available to Board employees for hospital costs, medical-surgical benefits, major medical insurance, and any other such benefits upon regular payment on his behalf to the office of the Board Secretary of amounts sufficient to cover the cost to the Board for continued participation in such employee welfare plans, provided the Board's insurers will permit it.

Section 2 - Negotiation on School Time

Time for negotiations will be as mutually agreed upon by the Union and the Board. Members of the Union negotiating committee shall be granted administrative leave with pay if negotiations take place on school time. No more than five (5) employees shall have the right to receive pay under this provision. They shall be granted administrative leave with pay the day following a negotiating session if the session lasts past 11:00 p.m. Nothing contained in this Section shall be construed to require the Board to negotiate during school hours or after 11:00 p.m.

Section 3 - Bulletin Boards

The Board shall provide a separate bulletin board or a separate section of a larger bulletin board of adequate size, but not less than nine (9) square feet, for the exclusive use of the Union in an easily visible position in the main office of every school building, or some other location by mutual agreement if office space is inadequate.

The Union agrees that it will at no time use such spaces for any materials which are unethical, unprofessional, or violative of law.

Section 4 - Union Meetings

A. The Union shall have the right to have meetings of the employees of any school prior to the beginning of the school day, during the employees' 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 an emergency, the principal shall furnish a written explanation of the nature of such emergency to the Superintendent and the Union.

B. The 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 use 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 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.

Section 5 - Meeting with Principals

and a Union representative

once each month on a school day for one class period when the school is in session to discuss matters affecting the welfare of employees and children and the operations of the school, and any question relating to the implementation at the school of any Board policy or the provisions of this Agreement.

B. If any such meeting is held during school hours, not more than five (5) representatives of the Union for a period of not more than one class period for said meeting shall be released from active duty to attend the meeting. There shall be no such limitation of numbers for meeting held at any time after school hours, or at anytime when school is not in session.

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

Section 6 - Availability of Information

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

Section 7 - Distribution of Literature

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

Section 8 - Board-Union Conferences

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

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

Section 9 - School Visitation by Union Representatives

The Board shall permit the president of the Union, or one of the Union liaison officers, to visit the schools. The Union representative should make known his presence to the appropriate authority in the school. The visit shall not interfere with or be disruptive of the normal educational process. Conferences with teachers, should they become necessary, shall be scheduled so as not to disrupt normal school functionings.

Section 10 - Union Representation at Board meetings

The Board shall make available to the Union two copies of the official agenda of each public Board meeting at the same time when such copies of the agenda are made available to Board members. In the event that the Union wishes to speak on any issues of the agenda, it shall so notify the Secretary of the Board in advance of the Board conference meeting preceding the public meeting. The Union shall thereupon be allowed a period of ten (10) minutes to present at the conference meeting its views as to such items. Additionally, the Union may be heard as to any items affecting school welfare during that period on the Board's public meeting devoted to the presentation of statements by individuals and organizations. Three copies of the printed minutes of the Board shall be supplied to the Union twenty-

four (24) hours prior to each board meeting.

Section 11 - Leave for Union conventions

Leaves of absence without loss of pay to attend conventions of the AMERICAN FEDERATION OF TEACHERS, the NEW JERSEY STATE AFL-CIO, the NEW JERSEY STATE FEDERATION OF TEACHERS, and other labor organizations, not exceeding five (5) days in any one year per individual, nor five (5) individuals per convention, shall be granted to duly qualified representatives of the Union. In any school year the total number of days available to all such representatives collectively, no matter how distributed among those to whom days are granted pursuant to the foregoing, shall not exceed an aggregate of more than twenty-five (25) days.

Section 12 - Dues Deduction

The Board agrees to continue to deduct from the salary of its employees dues for the Union, as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Union, in accordance with current Board practice.

Section 13 - Other Deductions

Upon reception of proper authorization, the Board agrees to deduct from the salary of teachers, in equal installments, monies for American Federation of Teachers, New Jersey State Federation of Teachers, or Newark Teachers Union insurance programs.

ARTICLE V - GENERAL CONDITIONS OF EMPLOYMENT

Section 1 - Fair Employment Practice

A. No tenured employees shall be either suspended or discharged except in strict compliance with Title 18A of the Laws of the State of New Jersey.

B. No non-tenured employee shall be suspended or discharged or separated from employment unless an informal conference has been held with the employee and his representative with the appropriate administrator. At the conference the employee shall be apprised of the reasons of the conference and given an opportunity to respond. Before any notification of non-renewal, the teacher shall receive notice of any unsatisfactory evaluation and offered assistance to improve his performance.

C. The Board shall notify a non-tenure teacher on or before April 1st of his employment year if his employment will be renewed for the next ensuing school year.

Section 2 - Calendar

A. The work year of all employees covered by this Agreement shall commence no earlier than the Wednesday after Labor Day. There shall be scheduled no more than 182 pupil days and 184 teacher days in this school year.

B. Teachers who were not employed by the Board during the previous school year may be required to report one (1) day immediately prior to the organization day for orientation.

C. School Calendar - 1970-71

(It is understood that the days listed are holidays)

		<u>Pupils</u>	<u>Teachers</u>
<u>September 1970</u>			
Mon. 7	Labor Day		
Tues. 8	New Teacher Orientation Day		
Wed. 9	Organization Day		
Thurs.10	Schools Open	15	16
<u>October 1970</u>			
Thurs. 1	Administrative Reasons		
Mon. 12	Columbus Day	20	20

November 1970

Tues. 3	Election Day		
Thurs. 5	Administrative Reasons		
Fri. 6	Administrative Reasons		
Wed. 11	Veterans' Day		
Thurs. 26	Thanksgiving Day		
Fri. 27	Day after Thanksgiving	15	15

December 1970

Tues. 8	Administrative Reasons		
Thurs. 24	Start of Christmas Vacation	16	16

January 1971

Fri. 1	New Year's Day		
Fri. 15	Martin Luther King Birthday	19	19

February 1971

Fri. 12	Lincoln's Birthday		
Mon. 15	Washington's Birthday*	18	18

March 1971

Fri. 5	Crispus Attucks Day	22	22
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April 1971

Fri. 9	Schools Close		
Mon. 19	Schools Re-open	16	16

May 1971

Mon. 31	Memorial Day	20	20
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June 1971

Tues. 29	All pupils dismissed at end of school day		
Wed. 30	All teachers dismissed at end of normal school day	<u>21</u>	<u>22</u>
		182	184

*These dates conform to the Federal law, effective 1971, shifting the traditional dates of Washington's Birthday, Memorial Day, Columbus Day, and Veteran's Day.

Section 3 - Teacher Schedules and the School Day

A. School Day

1. Elementary Schools

- a. In all elementary schools teachers and other instructional employees are expected to sign in

at the office of the school no later than four (4) minutes prior to the time they are scheduled to be at their assigned stations at the beginning of the school day. They shall be expected to report to their assigned stations as provided below in sub-section "c."

- b. Teachers shall be free to leave at their discretion at the end of the school day after their students have been dismissed from the building.
- c. The regular schedule of elementary schools shall be as indicated below:*

Teachers sign in

8:34 a.m. Teachers report to their assigned stations

8:35 a.m. Pupils arrive

8:45 a.m. Formal instruction begins

Lunch period equal to that of students

3:15 p.m. Classes end - Dismissal

Teachers sign out as indicated in

1-a above

*It is recognized that special circumstances in particular schools may require variations from this schedule. When such cases occur, the specific variations shall be made after negotiations between the Union and the Board, or its designee. However, in cases of such variations, the total hours of service in the school day shall neither be increased nor decreased. The hours of the teacher's school

- day shall be consecutive in all cases.
- d. In the case of teachers of part-time classes, the hours of service for those on a morning or afternoon session shall be the same as that specified in caption "a" of this Section. Instructional time for part-time classes shall be four (4) hours. Teachers shall be entitled to a duty-free lunch period which shall be fifty (50) minutes in duration. In addition to the four (4) hours of instruction rendered to the part-time classes, teachers shall report for teaching or appropriate professional services for one and one-half hours (1 1/2) in the morning or afternoon, fifty (5) minutes of which shall be considered preparation time. The additional service of one and one-half hours shall be scheduled by the principal in accordance with the specific situations which obtain in each school where such classes are schedule.
- e. Employees shall have those period during which specialists cover their classes set aside for preparation. All elementary school employees shall have at least one fifty (50) minute preparation period each week.

2. Special Schools and Special Classes

In special schools or special classes, the hours of service of teachers shall be the same as that specific in caption A-1 of this Article and Section, except that in any cases where the lunch period is part of the instructional program of the specific class, the

by the teacher, and the teaching situation makes it desirable that the teacher eat lunch with the pupils, and such arrangements have been made by agreement between the teacher and the principal, the lunch period shall be included as part of the teaching day and such classes will be dismissed at 2:15 p.m. Said teachers may sign out at their discretion after their students have been dismissed from the building. Adjustments for special schedules and the hours of service of teachers of part-time classes in special schools or special classes shall be set up on the same basis as that in caption "A-1" of this Article and Section.

3. Secondary Schools

- a. Teachers in junior and senior high schools shall be expected to sign in at the beginning of the scheduled school day no later than ten (10) minutes prior to either the beginning of the homeroom period or Period 1, whichever comes first. Teachers may sign out at their discretion after the end of their last assigned period.
- b. As a general guide, junior and senior high schools will begin at 8:30 a.m. for pupils and end at 2:30 p.m. Therefore, a regular schedule for teachers will be:

	Teachers sign in
8:20 a.m.	Teachers report to assigned stations
8:30 a.m.	Homeroom or Period 1 begins
	Lunch period equal to that of students

after the end of their last assigned period.

- c. Because of special adjustments necessary in the schedule planning of specific junior and senior high schools, variations in the schedule stated under caption 3-a of this Article and Section shall be permissible. In such cases, as early prior to the close of school, but no later than June 1, such variations in schedule shall be negotiated between the Board and the Union. Prior thereto, the principal of the specific school and the Union representative for that school shall meet and prepare a schedule to submit to the Union and the Superintendent or his designee. If, after five (5) school days following the delivery of said schedule, neither the Union nor the Superintendent has indicated disapproval, said schedule shall be considered to have been agreed upon by both parties. In the event of a disagreement by either party or both, further negotiations shall be conducted by the Union and the Superintendent.

In cases of such special adjustments, the total number of working hours of a teacher shall in no case exceed those of teachers of the schedule contained in caption 3-b of this Article and Section. The hours of the teacher's school day shall be consecutive in all cases.

If a teacher in any school with a special schedule

reports after the initial Homeroom Period or Period 1 (as the case may be), the teacher need sign in only five minutes before reporting to his first assignment.

Regardless of any variations of schedule, each teacher shall have a duty-free lunch period equal in length to that of the students and a preparation period included within his schedule.

Section 4 -- Class Assignments

A. Teachers shall be assigned to teach in their area or areas of State and Newark certification. Even if a teacher is certified to teach in more than one area of certification by the State Department of Education, first consideration in the area of assignment will be based on the Newark certification of such a teacher. The preferences of a teacher with respect to a specific schedule assignment within the area of his certification shall be honored unless circumstances make this prohibited. However, primary consideration in making any assignment shall be based upon the competency, training, and experience of the teacher for undertaking such an assignment.

B. No teacher, in a school with departmental organization or a secondary school, shall generally be required to teach more than two subjects nor to be assigned to any more than two preparations within each said subject. If an additional preparation is required daily, the teacher shall be given two (2) additional preparation periods weekly.

C. Exclusive of teachers on itinerant assignments, whenever possible, teachers shall not be assigned to teach in more than two rooms and efforts shall be made to have such rooms in as close proximity as possible. Whenever teachers are

required to share a room, all the facilities of that room shall be available equally to each teacher who uses it.

D. Prior to the close of school in June, teachers shall be notified what their schedules will be in September. It shall be understood that such schedules are subject to change based upon changed conditions which may occur between the close of school in June and their re-opening in September. If a change is necessitated, the teacher shall be notified forthwith.

E. In such cases in a school where it is practicable to excuse some teachers from certain specific duties such as homerooms and other special assignments, such exemptions shall be based on equitable standards which shall include the seniority of the teacher, previous exemptions, and the physical health of teachers as factors.

F. No teacher in a departmental arrangement shall be assigned to more than three consecutive assignments except when emergency circumstances necessitate it or upon the written request of the teacher to the principal of the school. Lunch periods and preparation periods shall not be considered assignments for the purposes of this paragraph.

G. In high schools and junior high schools, no teacher shall be assigned to more than five (5) teaching classes per day unless there is an equal reduction of teaching classes on other days. The preparation period of secondary school teachers shall not be considered a free period. If the need arises, the employee may leave the building with the permission of the principal or appropriate authority.

In cases of emergency, which shall include an unavailability of sufficient per diem substitutes on a particular day, a teacher may be required to substitute for another teacher during his preparation

period. Teachers performing such duties shall be compensated on the basis of one-fifth (1/5) of the per diem substitute rate.

H. One hundred fifty (150) pool substitutes shall be hired and assigned in order to help insure that teachers will not be required to undertake substitute assignments over and above their regular responsibilities.

I. All teachers shall be expected, as part of their professional services, to attend one evening per year parents' open house meeting to be conducted in each school.

J. Schedules of all personnel shall be available to all teachers and shall be posted on the teachers' bulletin board of each school or on bulletin boards in teacher lounges in each school.

Section 5 - Class Size

It is recognized by this Agreement that the Board and Administration have worked to reduce class sizes and that they continue in their determination to have every class in every school reach a class size which is most suitable to the level or area of instruction involved. It is further recognized that until the present building program is completed, it will be extremely difficult to attain optimal class sizes. The agreements on class size contained below are, therefore, temporary and in no way represent anything other than a short-range effort to improve on the present situation.

All class size limits contained in the listings below shall be subject to the exceptions contained in sub-section 3 marked "Exceptions."

A. The number of pupils in kindergarten classes shall be limited to twenty-five (25) as prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.

- B. The number of pupils in classes in elementary schools, whether self-contained or on any system of departmentalized instruction, shall be limited to thirty (30) pupils.
- C. The number of pupils in basic subject classes in junior high schools shall be limited to thirty (30).
- D. The number of pupils in basic subject classes in senior high schools shall be limited to thirty (30).
- E. The number of pupils in special education classes shall be limited to the sizes prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.
- F. The number of pupils in classes of industrial arts, home economics, technical and vocational education, science laboratory, typewriting, or subjects requiring special facilities shall not exceed the number of available work stations or where it applies the number prescribed by law and the regulations or recommendations of the New Jersey State Board of Education.
- G. Classes conducted exclusively for the instruction of non-English speaking students, whether bi-lingual or multi-lingual, shall be limited to twenty-five (25) pupils.
- H. Classes in physical education shall be limited to fifty (50) pupils.
- I. No teacher in a departmentalized organization in a junior or senior high school shall be assigned a total student load of more than one hundred forty-five (145) students per day, except for teachers of physical education and music.
- J. Exceptions. An acceptable justification for exceeding the maximum class size limitations listed above may be any one or more of the following:
 - 1. There is no further classroom space available in the building which will permit scheduling any additional classes in order to reduce class size, and other school facilities which meet approved standards and are not unreasonably inconvenient are not available.
 - 2. In order to achieve the prescribed class size it would be necessary to schedule one or more part-time classes in either elementary or special schools.
 - 3. The Union and administration agree that a class larger than the prescribed maximum is desirable for purposes of experiment with large-group instruction. (The conditions of employment in such cases shall be negotiated.)

4. Team-teaching arrangements are in use which operate under a teacher with the assistance of either additional teachers, teacher-interns, teacher aides or any combination of them.
 5. Additional students are added to the school enrollment after March 1.
 6. Unavailability of qualified teachers for additional classes in the categories listed from "A" to "I" above.
- K. In cases where exceptions force enrollment exceeding the listed class size limitations in the departmentalized schools, teachers shall be given relief from such classes by releasing affected teachers from administrative service assignments.
- L. In all other situations every effort shall be made to provide for relief through all means possible.

Section 6 - Seniority

- A. Seniority shall be defined as the length of time in the Newark public schools as a full-time, paid employee including service as a regularly appointed teacher, a long-term substitute and/or an administrator.
- B. Where a question of seniority is a factor in a dispute, the seniority of the parties involved shall be available to the disputants.

Section 7 - Promotions

A. Promotional Positions

1. Promotional positions are defined as follows: positions which pay a special salary differential, which involve in part or in full the performance of supervisory or administrative duties, and which include the positions of superintendent, deputy superintendent, assistant superintendent, associate to the assistant superintendent, director, supervisor, principal, vice principal, coordinator attached to the central office staff,

department chairman, head guidance counselor, and supervisory assistant.

2. The notice of any vacancy shall clearly state all qualifications, descriptions, requirements, duties, and any other pertinent information respecting the vacancy. It shall also include the salary to be paid in such a position. Each such notice shall be posted on the bulletin board set aside for the use of the Union.
3. All notices of vacancies shall be posted and otherwise publicized no less than 1 (one) month prior to the time at which the receiving of applications for said vacancies is closed.
4. The right to apply and compete for any and all promotional positions shall be open to all employees who meet the qualifications and requirements of any or all of the respective positions to be filled.

B. The Board and the Union agree to the promotional procedures set forth below:

1. Candidates shall submit a formal application.
2. Candidates in order to be eligible for inclusion in the pool shall meet training, experience, and State certification requirements as established for each promotional position. These requirements must be met prior to interview by the screening committee.

The following are minimum experience requirements:

- a. For Principals, Directors, and Coordinators attached to the Central Office:
Five (5) years of successful contractual teaching experience in the Newark public schools, or ten (10) years of successful contractual teaching experience in schools outside of Newark, three (3) years of which shall have been on a recognized administrative

- b. For Vice Principals, Department Chairmen, Supervisory Assistants and Supervisors: Three (3) years of successful contractual experience in the Newark public schools (with the attainment of tenure).
3. Candidates for the pool shall not be restricted to members of the Newark public school staff.
4. Candidates shall be screened by a committee composed of:
 - a. Assistant Superintendent in Charge of Personnel or a Director on his staff.
 - b. Assistant Superintendent from the appropriate school level.
 - c. A Newark school administrator from the appropriate level.
 - d. An educator from outside the Newark school system.
 - e. A Newark school teacher from the appropriate school area selected by the Union.
 - f. No teacher or administrator shall serve on a screening committee who is a candidate for a promotional position.
5. The screening committee shall recommend to the Superintendent those candidates judged to be worthy candidates for promotion. These successful candidates shall constitute the pool from which promotions shall be made.
 - a. The vote of each member of the committee shall be entitled to equal weight under any procedure established.
 - b. Any teacher who fails to be placed in the pool may request from the committee the reasons in writing for his non-inclusion in the pool.
6. The criteria for use by the screening committee shall be cooperatively developed by representatives of the Union and the Superintendent's staff.

7. New candidates shall be selected for the pool once each year in March.
 8. The pools shall be in existence for a period of three (3) years from the date of their establishment. At that time this entire procedure will be subject to re-evaluation.
 9. All individuals who were on unexpired promotional lists, upon their request, shall be automatically placed in the pool for the appropriate area without prejudice. It is further agreed that all such individuals will be sent notices to this effect by the Department of Personnel.
 10. All individuals who applied and paid the required fees for participation in the examinations which have been suspended by the Board of Education shall automatically be considered as having applied for inclusion in the pool. It is further agreed that all such individuals will be sent notices to this effect by the Department of Personnel. All such fees for the suspended promotional examinations shall be returned.
 11. Selection shall be based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community.
 12. The committee, when appointed, shall serve for one (1) year. Reappointment of any member shall be permitted.
- C. 1. In the cases of the positions of deputy superintendent, assistant superintendent, and associate to the assistant superintendent, the general superintendent, the superintendent, the

of this Section and Article shall apply.

2. The Superintendent, on the basis of his examination of the qualifications of the candidates and any other procedures which he may choose to employ, shall be the sole judge as to the individuals he may select for recommendation to the Board for the appointment to any such position.

D. The Board and the Union agree that no changes in this promotional policy will be negotiated by either party during the period of this contract.

Section 8 - Assignment and Transfer

A. Voluntary Transfers from School to School

1. On or about June 1 of every year and at such other times as are practicable, the Department of Personnel shall prepare tentative lists of anticipated vacancies for the following academic year in the various schools. Such lists shall be posted on the bulletin board made available for the use of the Union in each school.
2. Employees who wish to make application for transfer or assignment to any such vacancies shall submit their requests in writing to the Department of Personnel and such applications shall include in order of preference, the school or schools, subject or grade level desired.
3. Selection shall be based on consideration of qualification seniority, personal preference of the applicant, integration of staff and the welfare of children and the community. The determinations of the Superintendent and the Board on applications for transfer or assignment shall be made for good cause and shall in no case be based

on any personal bias or vindictiveness against the applicant.

4. Upon request, any employee who has applied for but not been granted a transfer will be given an explanation by the Department of Personnel.

B. Reassignments Within a School

1. Prior to May 1 in each academic year, employees within a school who desire reassignment within that same school shall so notify their principals in writing of their preference for reassignment within that school.
2. In determining the assignment within a particular school, the principal shall give consideration to qualifications, personal preferences, internal school needs, and seniority. The determination by the principal in assignments of employees within a school shall be for good cause and in no case based on any personal bias or vindictiveness.

C. Involuntary Transfers from School to School

1. No involuntary transfers shall be made except for just, fair and equitable cause.
2. Upon written request, the Department of Personnel shall furnish the employee who has been so transferred an explanation for said transfer.

Section 9 - Elimination of Non-Professional Chores

- A. The Board and the Union agree that professional employees shall be released from assignments involving non-professional duties so that they may devote the time within their work days to rendering professional service to their schools and students.

In order to effectuate
employ an additional two hundred fifty-two (252) three-hour
aides in the elementary schools to perform duties in conformity
with their job description.

- With the same goal in mind and to the extent possible and
practicable, efforts will be made to handle student and
school record keeping by means of data processing techniques.
- B. Every teacher shall be provided with a duty-free lunch
period equal to that of the students.

Section 10 - Teacher Performance Evaluation and Personnel Files

- A. Teacher performance shall be regularly evaluated by members
of the supervisory and administrative staff, authorized
and competent to make such evaluations. When such
evaluation involves visitation, it shall be done openly
and with the knowledge of the employee being observed.
- B. Teachers shall be rated Satisfactory or Unsatisfactory.
If rated Unsatisfactory, it is the obligation of the
supervisor to make specific recommendations for improvement
and provide assistance to the teacher. After a reasonable
time, the supervisor shall re-evaluate the teacher. In
the event of a strong difference of opinion, the teacher
evaluated Unsatisfactory may request evaluation to be made
by another supervisor from within the system.
- C. The Board will continue its practice and policy not to use
any type of mechanical or electronic device for the purposes
of monitoring or recording the performance of any employee.
- D. Evaluations shall not be placed in the teacher's files
unless the teacher has had the opportunity to read the
material. The teacher shall acknowledge that he has read

Such signature shall merely signify that he has read the material and is not to be construed that he necessarily agrees with its contents. If the teacher refuses to sign, that fact shall be noted, dated and witnessed.

- E. Teachers shall be given a carbon copy of each evaluation.
- F. A teacher shall have the right to inspect specific items in his personnel file. He shall also have the right to include in his file any information or material which he considers germane.
- G. The Board agrees to continue its policy of treating these personnel files confidential.
- H. The Board and the Union agree to set up a committee to include administrators and supervisors appointed by the Superintendent and teachers appointed by the Union to review and make recommendations for the revision of all currently used employee evaluation procedures.

Section 11 - Letters of Recommendation

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

Section 12 - Teacher Facilities

Each school shall have the following facilities:

- A. Space in each classroom in which teachers may safely store personal belongings, instructional materials and supplies.

- B. Wherever adequate space is available, a teacher workroom shall be provided containing appropriate equipment and supplies to accomplish the teacher's work.
- C. A clean, attractive, appropriately furnished room equipped with a pay telephone shall be provided as a faculty lounge where space is available. Such lounges shall be provided in all newly constructed school buildings.
- D. Well lighted and clean teacher restrooms.
- E. A communications system which permits teachers to communicate with the main school building office from their classrooms shall be installed in all new buildings, and such communications as exist shall be maintained in good order.
- F. Each school shall have at least one security guard during the school day.

Section 13 - 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 14 - Pupil Grades

The teacher shall be considered to be the expert in evaluating the pupil's work, and the integrity of the teacher shall be respected in grading the work of the pupil.

Section 15 - Teacher's Grade Book

Each teacher will consider his record book for keeping grades his own private property and no administrator shall request the teacher's record book to evaluate since this is considered an infringement of the teacher's academic freedom.

Section 16 - Administrative Summons

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

Section 17 - Class Interruptions

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

Section 18 - Solicitation of Funds

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

ARTICLE VI - TEACHER PROTECTION

Section 1 - Negligence

A. Whenever any civil action has been or shall be brought against a teacher for any act or omission arising out of and in the course of the performance of the duties of such teacher, 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 the Board may arrange for and maintain appropriate insurance to cover all such damages, losses, or expenses.

B. Teachers will immediately report all incidents of personal or property damage to their immediate superior.

Section 2 - Assault and Personal Injury

In the event any criminal action is instituted against a teacher for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such teacher, the Board shall reimburse the teacher 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 teacher entitled to sick leave is absent from school as a result of personal injury caused by an accident arising out of and in the course of his employment, the Board shall:

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

ARTICLE VII - SUMMER SCHOOL AND SUMMER RECREATION PROGRAMS

A. Positions in the Newark summer schools and in the Newark summer recreation program shall be filled by employees in the Newark school system who are qualified.

B. Before such positions are filled, vacancies shall be posted by April 1 in the schools and applicants shall apply prior to May 1. Successful applicants shall be notified by June 1.

When any summer programs are expanded or new programs are initiated after the above dates, notice of such vacancies shall be posted within one week of the Board's decision.

C. Selection shall be based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community.

D. Employees shall be compensated at the rate of \$9 per hour.

Summer school recreation instructors shall be compensated at the rate of \$36 per day. The length of their day shall be six (6) hours.

E. Unsuccessful applicants who wish to grieve must do so prior to June 15 and such grievances shall be initiated at the Superintendent's level and proceed without delay.

ARTICLE VIII - CLERK-STENOGRAPHER (SCHOOL)

Section 1 - Salary

Clerk-stenographers who have reached the maximum step on the salary schedule shall, in addition to being placed on the new salary

schedule as appears below, be given an additional \$160 for the school year 1970-71.

SALARY SCHEDULE

Clerk Steno School (10 month)							
<u>1969-70</u>	\$3925	4125	4325	4525	4725	4925	5125
<u>1970-71</u>	\$4525	4805	5085	5365	5645	5925	
Clerk Steno School (12 month)							
<u>1969-70</u>	\$4470	4750	5030	5310	5590	5870	6150
<u>1970-71</u>	\$5310	5700	6090	6480	6870	7260	

Section 2 - Sick and Personal Days

The Board hereby agrees that the basic teacher sick day and personal days leave policy shall be provided for clerk-stenographers.

Section 3 - Job Description

Acts as secretary to the Principal or other responsible administrator; may be required to supervise the work of one or more other clerk-stenographers (school); takes dictation and transcribes the notes on the typewriter; prepares orders for supplies and books, and maintains inventories; prepares and maintains attendance records and issues tardy slips; prepares transcripts; compiles a variety of statistical and other reports as required; cuts stencils and mimeographs school bulletins, notices, schedules, and other material; maintains files; handles and prepares for deposit money collected from pupils and teachers; maintains ledgers; assists in procuring first aid in the absence of the school nurse; attends faculty and other school meetings as required; acts as liaison between principals and teachers, parents and teachers, pupils and teachers, pupils and law enforcement agencies, etc.; meets parents and visitors in the presence of superiors or at their discretion;

secure substitutes approved by the Department of Personnel for absent teachers by telephone; under the direction of the responsible administrator registers and assigns pupils to classes; does related work as required. May be required by the Superintendent of Schools to carry on related work for the schools or administrative and other branches of the school system, whether or not schools are in session.

REQUIREMENTS:

1. Formal and other education and training showing attainment of the level represented by graduation from high school. (During the first three years of service, in-service training may be required by the Board of Education without cost to employees).

2. One year of successful experience in stenographic and clerical employment.

3. Knowledge of modern office methods, practices, machines, and equipment; of organizing and performing assigned stenographic and other related clerical work; ability to take notes complex and technical and rapid dictation and transcribe them on the typewriter; ability to compose clear, concise and appropriate business letters in accordance with School Board procedures and regulations; ability to prepare statistical and other reports; ability to establish and maintain files and records.

4. Possession of a stable and agreeable personality, good reputation, and sound character; ability to cooperate with fellow workers and to extend proper respect and courtesy to the school staff, to visitors and to pupils.

Must have sufficiently pleasing presence to inspire and maintain confidence in visitors, and to assure them a proper interest is taken in which they are concerned.

Must be self-possessed, neat, tactful, and free from personal

traits which would tend to offend others, such as visible self-conceit, excessive use of slang or bad English, overbearing or intolerant attitude, obvious prejudices, tendency to dominate, or similar objectionable characteristics.

5. Good health and freedom from disabling physical and mental defects.

Section 4 - Overtime

Clerk stenographers working overtime shall, at the discretion of the Superintendent, be remunerated at a rate of one and one-half times the hourly rate or one and one-half times the time worked.

Section 5 - Work Day

The work day for clerk-stenographers (school) is herewith defined as seven (7) hours to commence one-half (1/2) hour prior to the time pupils begin their official school day and terminate after completion of seven (7) hours of work, not to include the lunch period of the clerk, which shall be no less than the lunch period of pupils in the school.

(Clerk-stenographers (school) may not be required, at any time prior to the beginning of their work day or at any time after their work day, to secure substitutes as provided for in Section 3 above.

Section 6.- Longevity

Commencing with the twentieth (20th) year of employment, clerk-stenographers (school) shall receive a longevity increase equivalent to one full step of the salary schedule.

- A. The Board will sponsor an annual Human Rights Conference. Costs for such a conference shall be borne by the Board. The Union will represent the Board's instructional employees in the planning of the conference along with representatives of as many other community, civic, and parent organizations, plus any other interested groups, as may be concerned with seeking positive solutions for current and pressing problems of human rights in the Newark community and its schools.
- B. In the field of human relations, the Board with the assistance in planning of the Union, plus representatives of parents, students, community and civic organizations, and other interested groups will conduct in-service seminars on an individual school basis.
 1. In each school, a committee of administrators, members of the faculty, representatives of the parents, community and students shall be formed to plan the topics to be reviewed and discussed within such seminars.
 2. Such seminars shall be conducted at least twice per year in each school during after-school hours. Attendance at at least one (1) such seminar shall be required of all staff members in each school. At least one (1) seminar shall be held in lieu of a general faculty meeting in the school.
- C. The Board and the Union agree that parent complaint procedures will be established. It is also agreed that such procedures shall be prepared cooperatively by a

committee set up by the superintendent consisting of administrators, parents and representatives appointed by the Union. Such procedures when mutually agreed upon shall be made part of this Agreement.

- D. The Board shall include in its calendar reference to specific commemorative dates in Afro-America, Puerto-Rican history, as well as other dates reflecting such dates among national and cultural groups typical of the population of Newark.
- E. The Board shall recruit teachers who are bi-lingual or multi-lingual to serve in establishing special classes for non-English speaking students where needed.

ARTICLE X - LEAVES

Section 1 - Sabbatical Leave

- A. Teachers shall be eligible for full year sabbatical leave for study after seven (7) years and for rest and recreation after fourteen (14) years of service.
- B. Two (2) years of permanent substitution service immediately prior to regular employment shall be included in computation of service.
- C. If leave is not taken when the teacher becomes eligible, he shall remain continuously eligible for such leave.
- D. Sabbatical leave shall be at half pay.
- E. A minimum of one (1%) per cent of the faculty may take sabbatical leave each year.

Section 2 - Sick and Personal Leaves

- A. Teachers shall be granted sick leave for illness for fifteen (15) days in each school year.

- system shall receive ten (10) additional non-cumulative days per year after accumulated leave has been exhausted.
- C. Unused sick leave shall be accumulated without limit.
 - D. In the event that a teacher's accumulated sick leave has been exhausted and the teacher certifies to the Board that he is unable to teach due to a extended illness, then the Board may, consistent with its present practice, grant additional sick leave to such teachers with pay.
 - E. Teachers shall be granted three (3) days leave annually for personal reasons without explanation. Additional personal leave days may be granted by the Superintendent at his discretion if the reason warrants it.

Section 3 - Maternity Leaves

- A. Upon certification by a competent physician and application by a teacher, a leave for maternity shall be granted by the Board for a period of no more than one (1) year.
- B. A teacher on maternity leave shall be reinstated at any time during the period of such leave upon request of the teacher.
- C. Leave shall be extended for a period of one (1) year by the Board for care of child, if requested by the teacher.

- D. A teacher returning from a 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 teacher has completed ninety (90) days or more of a school year, it shall count as a full year.
- E. Seniority rights shall be maintained during the period of such leave.

Section 4 - Military Leave

- A. Military leaves of absence without pay will be granted to a permanent teacher 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. A teacher 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. Upon return to the school system, such inducted teacher will be placed on a step of the salary scale as if he had never left.
- D. The teacher returning from military service will be reinstated and will retain seniority as if he had never left.

Section 5 - Existing Leave Policy

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

1. Death in immediate family or household - absence not to

following the death.

2. Funeral of near relative other than member of immediate family - absence not to exceed one (1) day.
3. Absence on account of court subpoena.
4. Quarantine.
5. Attendance at conferences when excused by the Superintendent.
6. The Superintendent may grant two (2) weeks' furlough without pay for the marriage of the teacher.

Section 6 - Maintenance of Rights and Benefits

- A. Teachers on leave with pay shall continue to receive full benefits provided by the Board as stated in this Agreement.
- B. Any teacher returning to full-time employment in the Newark schools upon the termination of any leave shall be returned to his previous grade assignment.

Section 7 - Reserve Duty

Teachers called for active reserve duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for such periods.

ARTICLE XI - MES (MORE EFFECTIVE SCHOOLS)

The Union and the Board agree that there shall be established an NTU-AFT More Effective School as envisioned and outlined in "Initial Application - Newark More Effective School Program," PL 89-10, ESEA 1965, Title III.

The establishment of this More Effective School shall begin immediately on the signing of the contract between the Union and the Board following procedures outlined on Page 6 of the above-named document with the following exceptions:

Par. A-1-b, fourth line - changed to read: (beginning with "The Superintendent . . . and continuing to the end of Par. A-1-b.

Advisory Committee composed of professional staff and members of the community and the Union shall be selected. The superintendent shall select three professional elementary education staff; the Union shall select three teachers; and the Board and the Union jointly shall select two persons from the More Effective School community."

It shall be the function of the Screening Committee, in addition to the duties outlined, to select an existing school facility which shall house the More Effective School.

The More Effective School must be a functioning reality, complete with students and staff as of the beginning of the school year 1970-1971.

ARTICLE XII - TEACHER-CLERKS

- A. It is hereby agreed that all persons presently in the category known as teacher-clerks may afford themselves the opportunity to return to classroom teaching. Said teacher-clerks will be placed on the appropriate step of the teachers' salary schedule.
- B. Said teacher-clerks returning to the classroom shall be provided refresher courses in education at Board expense and on Board time. All benefits, rights, privileges, and prerogatives accorded teachers shall be accorded teacher-clerks returning to the classroom.
- C. All teacher-clerks choosing to remain in the category "teacher-clerk" shall receive an increase in annual salary for the 1970-1971 school year of \$760.

ARTICLE XIII - WELFARE

The Board and the Union agree to research the structure and operation of a Joint Welfare Fund for the benefit of the employees in the Unit to be jointly administered by the Board and the Union. The parties agree to negotiate concerning implementation and amount of the fund in contract negotiations scheduled to begin on or about October 1, 1970.

ARTICLE XIV - LONG-TERM SUBSTITUTES

- A. Long-term substitutes with three (3) or more years of continuous satisfactory service who meet state certification requirements shall be appointed as permanent teachers and placed on the appropriate salary step with all the rights, privileges, emoluments and benefits of a permanent, regularly appointed teacher.
- B. Long-term substitutes shall be granted seven (7) days annually for sick leave in the first year of service, ten (10) days in the second year, and twelve (12) days thereafter. These days shall be cumulative without limit.
- C. Salary Guide: B.A. \$6,800 to \$8,600. Seven steps with a \$300 differential for each degree level or equivalent above the B.A.

	<u>B.A.</u>	<u>M.A. or Equiv.</u>	<u>M.A. + 30</u>
Step 1	\$ 6,800	\$ 7,100	\$ 7,400
2	7,100	7,400	7,700
3	7,400	7,700	8,000
4	7,700	8,000	8,300
5	8,000	8,300	8,600
6	8,300	8,600	8,900
7	8,600	8,900	9,200

Section 1

A. General Provisions:

1. At any one time no teacher shall be eligible to hold a second position for which extra compensation is received unless there is no other applicant for the second position.
2. Selection shall be based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community.
3. The Board shall continue to grant in-service credit for participation in all current and future unpaid activities under this Section.

B. Clubs and Activities

1. Selection:

- a. All openings for club advisors, school publication and all other non-athletic extra-curricular activities shall be made by soliciting applications from all eligible teachers.
- b. Eligibility shall depend on the criteria set forth in Section A above in addition to a subject area qualification wherever applicable.
- c. The principal shall fill the openings and notify the Assistant Superintendent in Charge of Secondary Education. Preference in selection shall be given to teachers from the schools where the activity takes place.
- d. Each applicant not picked shall have the right to demand in writing the principal's reason for his selection.

- e. Employees who currently occupy extra-curricular positions shall retain such positions unless substantive reasons can be given for their removal.
- f. Any teacher whose idea for a new extra-curricular activity is accepted shall have first preference for that position.
- g. All non-athletic extra-curricular positions shall be rotated every three years if there are eligible qualified candidates for these positions. Such rotation shall commence the school year 1970.

C. Extra-Curricular Compensation

	<u>1970-71 Schedule</u>
Head Football Coach	1,400
Assistant Football Coach	700
Head Basketball Coach	1,200
Assistant Basketball Coach	700
Head Baseball Coach	1,200
Assistant Baseball Coach	700
Outdoor Track	1,200
Junior High School Basketball	700
Swimming	700
Wrestling	700
Fencing	700
Soccer	700
Tennis	500
Golf	500
Cross-Country	650
Girls Inter-Scholastic Sports	650

Girls Intramural Activities	320
Faculty Managers	1,100
Faculty Manager at Arts High	700
Band Leader	600
Cheerleader	350
Junior Class Advisor	200
Senior Class Advisor	600
Club Sponsors	125
Concerts	75
Drama Senior High Schools	650
Drama Junior High Schools	300
Honor Society	150
Sr. High School Yearbook	800
Sr. High School Newspaper (5 per year min.)	800
Jr. High School Newspaper (5 per year min.)	250
Student Council Advisor	450
Jr. High School Student Council Advisor	250
Literary Magazine Advisor (2 issues)	400
Chaperones	30 per ni
Jr. High School Yearbook	400

ARTICLE XVI - SPECIALISTS

There is hereby established a Committee on Specialists in the Newark school system. The purpose of this committee shall be:

- A. To investigate ways in which specialists may more effectively service the children of Newark schools.
- B. To study the working conditions of specialists in the Newark schools.

C. To make recommendations for implementation by the Board to the Union.

The Committee on Specialists shall consist of ten (10) members, five (5) to be appointed by the Superintendent and five (5) to be appointed by the Union. The Committee shall choose its own chairman. The findings and the recommendations of said Committee shall be used as a basis of future negotiations between the Board and the Union. The Committee members shall be appointed by April 1, 1970. The report of findings shall be published by November 1, 1970. The Chairman of said Committee shall make interim reports to the Superintendent of Schools and to the Union.

ARTICLE XVII - TEACHER SALARY (effective July 1, 1970)

Section 1

	<u>BA Level</u>	<u>MA Equivalent Level</u>	<u>PhD Equivalent Level</u>
1	\$8,000	\$8,600	\$9,200
*2A	8,400	9,000	9,600
**2B	8,800	9,400	10,000
3	9,300	9,900	10,500
4	9,700	10,300	10,900
5	10,100	10,700	11,300
6	10,500	11,100	11,700
7	10,900	11,500	12,100
8	11,300	11,900	12,500
9	11,700	12,300	12,900
10	12,100	12,700	13,300
11	13,100	13,700	14,300

Longevity increments shall be maintained at the present level of \$400 in the 20th year and an additional \$400 in the 25th year.

All employees shall be placed on their appropriate salary step as of the effective date of this schedule.

*2A: Effective July 1, 1970

**2B: Effective February 1, 1971

Section 2

PSYCHOLOGISTS AND SOCIAL WORKERS- SALARY SCHEDULE (effective July 1, 1970)

Steps:

1	\$11,260
2	11,740
3	12,220
4	12,700
5	13,180
6	13,660
7	14,140
8	14,620
9	15,100

Section 3 - Correcting Payroll Errors

Payroll errors shall be corrected within 24 hours of the time the error is reported by the affected employee.

Section 4

If an employee claims that he has been placed on the wrong step of the salary schedule applicable to him and presents satisfactory evidence to the Department of Personnel establishing his claim, the salary of the employee shall be adjusted to the proper step and retroactive payment shall be made to the employee for the full time during which the employee should have been on the proper step. Such

adjustment shall also be made if such an incorrect placement is discovered by the Department of Personnel even if the employee makes no claim.

Section 5

A time report will be submitted at the close of the first working day listing all employees in the bargaining unit, or those who, if absent, have properly notified the school of their absence and reasons therefore. This time report will be the basis for the payment on September 16 and only people on this time report will be paid on the 16th. In the event of any hardship for employees who are placed on the payroll list after the first working day, such an employee may receive his salary in accordance with the provisions of this Agreement, Article XVII, Section 3, with respect to "Correcting Payroll Errors." Time reports will be prepared by the school once each month except that individuals employed after the first working day, after submission of each payroll list, shall be added to the payroll by sending in a supplementary time report as of one week prior to the next scheduled payday. Subsequent time reports will be submitted on the first payday of each month. A final time report for the academic year will be submitted three (3) days before the last working day of the year listing teacher absences from the first payday in June. The school principal shall bring to the Secretary's office on the last working day a final time report indicating absences for the last three (3) working days.

Section 6

Paydays for instructional personnel shall be as follows:

1970

September	16 30
October	14 28
November	10 25
December	9 23

1971

January	13 27
February	10 24
March	10 24
April	7 21
May	5 19
June	9
Last Working Day	

Section 7

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 8

The Accredited Evening High School employee shall be paid at the rate of $\frac{3}{4}$ of the present schedule.

Attendance counselors shall be paid at the rate of \$17 for expenses.

Section 10

Guidance counselors shall be compensated on a pro-rata basis for additional time worked beyond the regular school day and the school year when authorized.

Section 11

An additional \$500 shall be paid to Recreation Directors.

Section 12

Long-term substitutes shall receive \$1,000 across the board, effective July 1, 1970.

ARTICLE XVIII - MATTERS NOT COVERED

Section 1

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

Section 2

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

Section 3

Negotiations respecting changes in or additions to this contract involving matters related to employee wages, hours, and conditions of employment considered but not incorporated in this Agreement in the negotiations preceding the adoption of this Agreement may be initiated at the written request of either party. The negotiating

committee shall meet, unless otherwise mutually agreed upon, within four (4) school days of the receipt of such request. The negotiation shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

Section 4

Negotiations on a new contract shall commence no sooner than October 1, 1970, 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 XIX - AVAILABILITY OF CONTRACT

Within one (1) month of the signing of this Agreement by the parties, the Union shall procure 7,000 copies of this Agreement printed in a Union House, cost to be borne by the Board.

ARTICLE XX - NO STRIKE

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

ARTICLE XXI - CONFORMITY TO LAW AND SAVINGS CLAUSE

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

ARTICLE XIV - DURATION

This Agreement and each of its provisions shall be binding and effective as of the 1st day of February 1970 and shall continue in full force and effect until the 31st day of January, 1971.

In Witness Whereof, the Union and the Board have hereunto, respectively ratified this document on February 25, 1970 and February 26, 1970, respectively.

AIDE

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DECLARATION OF INTENT

The Board and the Union hereby declare their intent to cooperate in their common aims to achieve educational excellence in the Newark school system.

AGREEMENT

This agreement is made and entered into effective as of the last day of February, 1970, by and between THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX (hereinafter referred to as the "Board") and the NEWARK TEACHERS UNION, LOCAL 481, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union.")

ARTICLE I - RECOGNITION

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

Section 2 - The term "employee" as hereinafter used means a person employed by the Board in any of the offices or positions mentioned in Section 1 of this Article.

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

ARTICLE II - NON-DISCRIMINATION CLAUSE

A. 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.

B. The Board agrees that employment application forms and oral interview procedure shall contain no reference to the 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 I - Definition

A. A grievance is a complaint by an employee that (1) 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 him a violation, misinterpretation or misapplication of the provisions of this Agreement or of any existing rule, regulation or order of the Board, or any of the rules, regulations or orders of the New Jersey State Department of Education having the force and effect of law.

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

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

Section 2 - Procedure

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

B. Times for meetings or hearings. The time for a meeting or hearing at all steps other than Step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provisions of the 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 provisions of Section 2 of this Article may be given for him with his consent by the Union.

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

STEP 2. If the grievance is not satisfactorily adjusted within two (2) 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 three (3) school days after the end of the said two (2) day period to his immediate superior for satisfactory adjustment, - but such written grievance must be submitted to such superior in any event within thirty (30) school days following his becoming aware of the act or circumstance giving 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 his decision, but in any event he shall give his decision in writing with his reasons therefore to the employee, the Union, and the Superintendent within three (3) school days after the written grievance has been submitted to him by the employee.

STEP 3. The employee may appeal to the Superintendent of Schools from the last mentioned decision of his immediate superior 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 to the Superintendent of Schools and to the employee's immediate superior written notice of such appeal setting forth specifically the basis of the grievance. The superintendent or 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 his decision in writing with his reasons therefore,

to the employee, Union and the employee's immediate superior within three (3) school days after such meeting.

STEP 4. The employee may appeal to the Board from the last-mentioned decision of the Superintendent 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 3" by giving to the Board and to the Superintendent written notice of such appeal setting forth specifically the basis of the grievance. The Board, or its designated Committee, shall hold a hearing and shall give its decision in writing their reasons therefore to the employee and the Union thirty (30) calendar days after the giving of such notice of appeal.

STEP 5. A. In the event a grievance shall not have been settled under the above procedures, the employees may have the grievance submitted to binding arbitration by giving, within ten (10) school days after the decision of the Board has been given to the employee and the Union pursuant to the above provisions under the caption "STEP 4", - to the Superintendent and the Board, the employee's written request for binding arbitration by the procedures and subject to the provisions below set forth.

B. The Board, the employee, and a representative of the Union, shall then attempt to agree on an arbitrator to resolve the grievance. If such agreement is not reached within three (3) school days of the time when the request for arbitration has been given to the Superintendent and the Board pursuant to the above provisions under the caption "STEP 5", the grievance shall be submitted within ten (10) days to the American

Arbitration Association for the selection of an arbitrator pursuant to its rules and procedures, and the parties shall join in the execution of such requests and related documents as the said Association may require for that purpose.

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

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

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

Section 3 - General Provisions

A. If the decision to be given by an employee's immediate administrator superior, the Superintendent or the Board in accordance with the applicable provisions under "STEP 1", "STEP 2", or "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 appeal to the next step, - or in the case of decision specified under "STEP 4", to request for 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 he would be required to give if a decision adverse to him had been rendered on the outside date prescribed above for rendering decisions under STEPS "2", "3", or "4."

If the employee fails to submit his written grievance within the time specified in the provisions under "STEP 2" above, or if he fails to give within the prescribed time the written notices of appeal respectively mentioned under "STEP 3" or "STEP 4" above, or if he fails to give within the prescribed time written notice of the request for arbitration mentioned under "STEP 5" 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 employee to 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, at their respective offices. Such notice to be given by the employee to the Board may be given by mailing it be certified mail, return receipt requested, addressed to the Board at 31 Green Street, Newark, New Jersey, or by leaving it with a person in charge at the office of the secretary of the Board at the same address. Any

to the employee may be given by

hand to the president of the Union, or by mailing it by certified mail, returned receipt requested, addressed to the Union at its offices.

The date of mailing shall be counted as the date of giving notices to be given by his superior, the Superintendent or the Board under Section 2 of this Article, but if a notice or decision of the employee's superior, the Superintendent or the Board is given to the employee by certified mail, the time within which the employee may give notice of appeal as provided under STEPS "3" or "4", or notice of request for arbitration as provided under "STEP5" above shall be increased by two (20) days.

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

C. A grievance arising from the action of a supervisors, director, coordinator attached to the Central Office, associate to assistant superintendent, or assistant superintendent, will first be discussed with that official and if not resolved informally, it may be processed in accordance with STEPS "3", "4", "5" above.

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

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

F. In the event that a grievance is carried to STEP "2" the Union shall be immediately notified. The time for a meeting or a hearing at all steps other than STEP "1" within the prescribed time limit shall be fixed by mutual agreement. Such hearings must take place within the time limit provided in this step.

G. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.

H. Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process, or any recommendation for job placement.

I. A forum for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

ARTICLE IV - UNION RIGHTS

Section 1 - Leave for Union Service

Leave of absence shall be granted by the Board to members of the bargaining unit upon their personal request and that of the Union to work for the Union, the New Jersey State Federation of Teachers, or the American Federation of Teachers. No more than five (5) such leaves of absence shall in no case exceed two additional academic years.

In the event that requests under the terms of this Section shall be made for more than one leave operating simultaneously in one particular field of instruction or educational service of any such additional leave.

When any individual granted such a leave of absence returns

to regular employment with the Board, he shall be placed on the step of the salary schedule that he would have attained had he been continuously employed during such 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 plans available to Board employees for hospital costs, medical-surgical benefits upon regular payment on his behalf to the office of the Board Secretary of amounts sufficient to cover the cost to the Board for continued participation in such employee welfare plans, provided the Board's insurers will permit it.

Section 2 - Negotiation on School Time

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

Section 3 - Bulletin Boards

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

Section 4 - School Meetings

1. With respect to regular meetings held with the principals and 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 immediate before or after school when aides are required to be on duty.

Section 5 - Availability of Information

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

Section 6 - Distribution of Literature

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

Section 7 - Board- Union Conference

Attendance permitted during teacher-board conferences.

Section 8 - School Visitation by Union Representatives

The Board shall permit the president of the Union or one of the Union liaison officers to visit the schools. The Union representative should make known his presence to the appropriate

authority in the school. The visit shall not interfere with or be disruptive of the normal educational process. Conferences with teachers, should they become necessary, shall be scheduled so as not to disrupt normal school functionings.

Section 9 - Union Representation at Board Meetings

The Board shall make available to the Union two copies of the official agenda of each public Board meeting at the same time when such agenda are made available to the Board members. In the event that the Union wishes to speak on any issues of the agenda, it shall notify the Secretary of the Board in advance of the Board conference meeting preceding the public meeting. The Union shall thereupon be allowed a period of ten (10) minutes to present at the conference meeting its views as to such items. Additionally, the Union may be heard as to any items affecting school welfare during that period on the Board's public meeting devoted to the presentation of statements by individuals and organizations. Three copies of the printed minutes of the Board shall be supplied to the Union twenty-four (24) hours prior to each Board meeting.

Section 10 - Leave for Union Conventions

Leaves of absence without loss of pay to attend conventions of the AMERICAN FEDERATION OF TEACHERS, the NEW JERSEY STATE AFL-CIO, the NEW JERSEY STATE FEDERATION OF TEACHERS, and other labor organizations, not exceeding five (5) days in any one year per individual, nor five (5) individuals per convention, shall be granted to duly qualified representatives of the Union.

In any school year the total number of days available to all such representatives collectively, no matter how distributed among those to who days are granted pursuant to the foregoing, shall not exceed an aggregate of more than twenty-five (25) days.

Section 11 - Dues Deduction

The Board agrees to continue to deduct from the salary of its employees dues for the Union, as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Union, in accordance with current Board practice.

Section 12 - Other Deductions

Upon reception of proper authorization, the Board agrees to deduct from the salary of teachers, in equal installments, monies for AMERICAN FEDERATION of TEACHERS, NEW JERSEY STATE FEDERATION of TEACHERS, or Newark Teachers Union insurance programs.

ARTICLE V - GENERAL CONDITIONS OF EMPLOYMENT

Section 1 - Calendar

A. The work year of all employees covered by this Agreement shall commence no earlier than the Wednesday after Labor Day. There shall be schedules no more than 182 pupil days and 184 teacher days in this school year.

B. Teachers who were not employed by the Board during the previous school year may be required to report one (1) day immediately prior to the organization day for orientation.

C. SCHOOL CALENDAR 1970-71

(It is understood that the days listed are holidays)

			<u>Pupils</u>	<u>Teachers</u>
<u>SEPTEMBER 1970</u>				
Mon.	7	Labor Day		
Tues.	8	New Teacher Orientation Day		
Wed.	9	Organization Day		
Thurs.	10	Schools Open	15	16
<u>OCTOBER 1970</u>				
Thurs.	1	Administrative Reasons		
Mon.	12	Columbus Day	20	20
<u>NOVEMBER 1970</u>				
Tues.	3	Election Day		
Thurs.	5	Administrative Reasons		
Fri.	6	Administrative Reasons		
Wed.	11	Veterans' Day		
Thurs.	26	Thanksgiving Day		
Fri.	27	Day after Thanksgiving	15	15
<u>DECEMBER 1970</u>				
Tues.	8	Administrative Reasons		
Thurs.	24	Start of Christmas Vacation	16	16
<u>JANUARY 1971</u>				
Fri.	1	New Year's Day		
Fri.	15	Martin Luther King Birthday	16	16
<u>FEBRUARY 1971</u>				
Fri.	12	Lincoln's Birthday		
Mon.	15	Washington's Birthday	16	16
<u>MARCH 1971</u>				
Fri.	5	Crispus Attucks Day	22	22
<u>APRIL 1971</u>				
Fri.	9	Schools Open		
Mon.	19	Schools Re-open	16	16
<u>MAY 1971</u>				
Mon.	31	Memorial Day	20	20
<u>JUNE 1971</u>				
Tues.	29	All pupils dismissed at end of school day		
Wed.	30	All teachers dismissed at end of normal school day		
			<u>21</u>	<u>22</u>
			182	184

*These dates conform to the Federal Law, effective 1971, shifting the traditional dates of Washington's Birthday, Memorial Day, Columbus Day, Veteran's Day to create four 3-day weekends. As per a telephone conversation with Commissioner Marburger's office, it was confirmed that Governor Hughes has signed a bill for the State to follow suit. 1/15/69.

Section 2 - School Day

a. Six-Hour Aides

1. The normal school day for six-hour aides in each school shall be from 8 a.m. to 3 p.m. subject to variation as required by the needs of the school as determined by the principal - but in no instance shall aides work in excess of six hours.
2. School aides shall have no less than 45 minutes for lunch.

b. Three-Hour Aides

1. 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.

Section 3 Duties of Aides

- a. The duties of six-hour aides shall be exactly the same as in the current job specifications as contained in the Board's Title I proposals.
- b. "A mailbox shall be provided for the joint use of all aides."

Section 4 - Assignments

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

- b. Prior to the close of school in June, teachers shall be notified what their schedules are subject the close of school in June and their re-opening in September. If a change is necessitated, the teacher shall be notified forthwith.
- c. If the need arises, the employee may leave the building with the permission of the principal or appropriate authority.
- d. Schedules of all personnel shall be available to all teachers and shall be posted on the teachers' bulletin board of each school or on bulletin boards in teacher lounges in each school.

Section 5 - Seniority

- a. Seniority shall be defined as the length of service in the Newark public schools as a paid employee as defined in this bargaining unit.
- b. Where a question of seniority is a factor in a dispute, the seniority of the parties involved shall be available to the disputants.
- c. Layoffs shall take place only when there is a general reduction in the work force, and then shall be based on qualifications and seniority.
- d. Involuntary transfers shall take place only under special circumstances and shall be for fair and equitable reasons.

Section 6 - Teacher Performance Evaluation and Personnel Files.

- a. Teacher performance shall be regularly evaluated by members of the supervisory and administrative staff,

authorized and competent to make such evaluations. When such evaluation involves visitation, it shall be done openly and with the knowledge of the employee being observed.

- b. Teachers shall be rated Satisfactory or Unsatisfactory. If rated Unsatisfactory, it is the obligation of the supervisor to make specific recommendations for improvement and provide assistance to the teacher. After a reasonable time, the supervisor shall re-evaluate the teacher. 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. The Board will continue its practice and policy not to use any type of mechanical or electronic device for the purpose of monitoring or recording the performance of any employee.
- d. Evaluations shall not be placed in the employee's files unless the teacher has had the opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed. If the teacher refuses to sign, that fact shall be noted, dated and witnessed. Such signature shall merely signify that he has read the material and is not to be construed that he necessarily agrees with its contents.
- e. Teachers shall be given a carbon copy of each evaluation.

- f. A teacher shall have the right to inspect specific items in his personnel file. He shall also have the right to include in his file any information or material which he considers germane.
- g. The Board agrees to continue its policy of treating these personnel files confidential.
- h. The Board and the Union agree to set up a committee to include administrators and supervisors appointed by the Superintendent and teachers appointed by the Union to review and make recommendations for the revision of all currently used employee evaluation procedures.

Section 7 - Letters of Recommendation

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

Section 8 - Faculty Meetings

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

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

Section 9 - Solicitation of Funds

There shall be no direct fund solicitation of teachers for any purpose by any individual or organization during his scheduled working hours.

Section 10 - Physical Examinations

Same as provided in teacher contract.

ARTICLE VI - EMPLOYEE PROTECTION

Section 1 - Negligence

- a. Whenever any civil action has been or shall be brought against an employee for any act or omission arising out of and in the course of the performance of the duties of such employee, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such employees from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses, or expenses.
- b. Employees will immediately report all incidents of personal or property damage to their immediate superior.

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 is favor of such employee, the Board shall reimburse the employee 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 caused by an accident arising out of and in the course of his employment, the Board shall:

- a. Pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to annual sick leave or accumulated sick leave.
- b. Any amount of salary or wages paid or payable to the employee as a result of this provision shall be reduced by the amount of any workmen's compensation award made for temporary disability.

ARTICLE VII - LEAVES

Section 1 - Maternity Leave

- a. Upon certification by a competent physician and application by a teacher, a leave for maternity shall be granted by the Board for a period of no more than one (1) year.
- b. A teacher on maternity leave shall be reinstated at any time during the period of such leave upon request of the

- teacher.
- c. Leave shall be extended for a period of one year by the Board for care of child, if requested by the teacher.
 - d. A teacher returning from a 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 teacher has completed (90) days or more of a school year, it shall count as a full year.
 - e. Seniority rights shall be maintained during the period of such leave.

Section 2 - Jury Duty

Same as provided for teachers

Section 3 - Sick Leaves

Six-hour teacher aides and three-hour school aides shall have five days of compensated sick leave per school year at the rate of their daily pay (\$16.50 for six-hour aides and \$8.50 for three-hour aides). During the first four consecutive months of employment, this sick leave may be used cumulatively to the extent of one day per month. After four consecutive months of service and beginning with the fifth month of service any uncompensated absences for sickness for the four-month period shall be charged to any unused portion of the total of five days allowable for the school year. Said sick leave shall not be cumulative except to the extent stated above.

Section 4 - Reserve Duty

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

ARTICLE VIII - Welfare

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

ARTICLE IX - Salary

- A. The salary of all aides shall be \$2.75 per hour, based 185 days, to be paid in equal installments in accordance with the pay period of other teachers.
- B. Per diem substitutes shall be compensated at the rate of \$35 per day.

Section 1 - Miscellaneous

- a. Whenever a regular pay day falls on a weekend or a holiday, the payroll department will arrange to pay members of the bargaining unit on the school day prior to the weekend or holiday.
- b. Pay Schedule

1970

September	16
	30
October	14
	28
November	10
	25
December	9
	23

1971

January	13
	27

1971 (cont'd)

February	10
	24
March	10
	24
April	7
	21
May	5
	19
June	9
Last Working Day	

- c. If an employee claims that he has been receiving an incorrect salary applicable to him and this claim is found to be in fact correct, the salary payments of 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.
- d. Payroll checks which, under existing practices, are distributed by mail shall be mailed the day before other payroll checks are delivered to the schools.

ARTICLE X - Career Ladder Program .

The general concept and principle presented by the Union in this article is approved. The Board negotiating committee recommends that a joint Administration-Union committee be set up to gather the necessary data with respect to the funding of such a program and to make recommendations to the Board on implementation.

ARTICLE XI -- MATTERS NOT COVERED

Section 1

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

Section 2

The Board agrees that it will make no change in existing

Board policy or practice related to employee wages, hours, and conditions of employment and not specifically covered by this Agreement without prior negotiation with the Union.

Section 3

Negotiations respecting changes in or additions to this contract involving matters related to employee wages, hours, and conditions of employment considered but not incorporated in this Agreement in the negotiations preceding the adoption of this Agreement may be initiated at the written request of either party. The negotiating committee shall meet, unless otherwise mutually agreed upon, within four (4) school days of the receipt of such request. The negotiation shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

Section 4

Negotiations on a new contract shall commence no sooner than October 1, 1970 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 XII - AVAILABILITY OF CONTRACT

Within one (1) month of the signing of this Agreement by the parties, the Union shall procure 7,000 copies of this Agreement printed in a Union House - cost to be borne by the Board.

ARTICLE XIII- CONFORMITY TO LAW AND SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction,

then such provision 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 law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE XIV - DURATION

This Agreement and each of its provisions shall be binding and effective as of the first day of February 1970 and shall continue in full force and effect until the 31st day of January, 1971.

In Witness Whereof, the Union and the Board have hereunto, respectively ratified this document on February 25, 1970 and February 26, 1970, respectively.

