

4-2106

01-17

Dept.

AGREEMENT

BETWEEN THE

NEWARK

BOARD OF EDUCATION

AND

SERVICE EMPLOYEES

INTERNATIONAL UNION,

LOCAL 617

XM March 1, 1978 - Feb. 28, 1981



LIBRARY
Institute of Management and
Relations

SEP 28 1981

RUTGERS UNIVERSITY

AGREEMENT BETWEEN
THE NEWARK BOARD OF EDUCATION
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 617

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 617

OFFICERS AND EXECUTIVE BOARD

March 1, 1978

President

Curtis Grimsley

Executive Vice-President

John Johnson

2nd Vice-President

Mary Karriem

Secretary-Treasurer

Joseph Fede

Recording Secretary
Corresponding Secretary

Alice Hicks

Executive Board

Sam Cuyler

Willie T. Miller

Margo Joyner

Jean Givens

Gary Crump

Richard Reid

Polly Austin

Charlie Pangrosso

Alice Hicks

SERVICE EMPLOYEES INTERNATIONAL UNION NEGOTIATING TEAM

John Johnson

Andrew Phillips

Jean Givens

Mae McCloud

Polly Austin

Mary Karriem

Willie T. Miller

BOARD OF EDUCATION

President

Carl Sharif

First Vice President

Elena Scambio

Second Vice President

Julio Quinones

MEMBERS

Charles Bell

Vickie Donaldson

George Branch

Dr. Michael A. Petti

Dr. Elton T. Byrd

Arthur Rosa

Alonzo Kittrels

Executive Superintendent

March 7, 1978

Date Contract Approved

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1.
I	RECOGNITION	2, 2A, 3
II.	UNION MEMBERSHIP	4, 4A,
III.	BULLETIN BOARDS	4A
IV.	GRIEVANCE PROCEDURES	5, 6, 7, 8, 9.
V.	UNION BUSINESS LEAVE	10-12
VI.	LEAVE OF ABSENCE	13
VII.	PROBATIONARY PERIOD	14
VIII. (A, B, C)	WORK WEEK-WORK DAY-OVERTIME	15-18
XI.	HOLIDAY SCHEDULE	19- 19A
X.	VACATION	20-22
XI.	FRINGE BENEFITS	23-25
XII.	RIGHT TO KNOW	26
XIII.	UNIFORMS AND/OR PROTECTIVE CLOTHING	26
XIV.	ABSENCES AND LEAVES	27-31
XV.	NO STRIKE OR LOCK-OUT POLICY	31
XVI.	CONFORMITY TO LAW AND SAVING CLAUSE	31
XVII.	PROMOTIONS AND NEW POSITIONS	32-34
XVIII.	MANAGEMENT RIGHTS	35
XIX.	JOB INJURY COMPENSATION	36
XX.	SUSPENSIONS AND DISCIPLINARY ACTION	37-38
XXI.	TRANSFERS	38-39
XXII.	UNION STEWARDS	40
XXIII.	EMPLOYEE PERFORMANCE EVALUATION	41-42

TABLE OF CONTENTS - Continued

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XXIV.	SENIORITY	42-43
XXV.	MISCELLANEOUS	43-47
XXVI	MATTERS NOT COVERED	47
XXVII.	REOPENING PROVISION	47
XXVIII.	SCHOOL BUILDING ASSIGNMENTS	48
XXIX.	WAGES	49,49-J
XXX.	PROVISIONS APPLICABLE TO BUS ATTENDANTS ONLY	50-53
XXXI.	HEALTH AND SAFETY	54
XXXII.	DURATION	55

PREAMBLE

WHEREAS, THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX, NEWARK, NEW JERSEY (hereinafter the "Board") seeks to promote and maintain mutually harmonious relations between the Board and those of its employees who are represented by the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 617 (hereinafter the "Union") and who may be affected by the terms of this Agreement; and

WHEREAS, the Legislature of the State of New Jersey has enacted into law, Chapter 303 and Chapter 123 of the Laws of New Jersey, known as the "New Jersey Employer-Employee Relations Act" (N.J.S.A. 34:13A-1 et seq.); and

WHEREAS, the Board is subject to the rules and regulations of the Civil Service Commission as set forth in Title II, N.J.S.A.; and

WHEREAS, the Board is subject to the provisions of Title 18A N.J.S.A. and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, the parties heretofore have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303 and Chapter 123 or the rules and regulations of the New Jersey Civil Service Commission, or Chapter 18A and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, the Union has presented proof that it represents a majority of the employees herein certified as an appropriate unit for the purposes of collective negotiations;

NOW, THEREFORE, THIS AGREEMENT is made and entered into effect as of the 1st day of March, Nineteen Hundred and Seventy-eight by and between the Board and the Union as follows:

ARTICLE I - RECOGNITION

SECTION 1

The Board hereby recognizes the Union as sole and exclusive bargaining agent for all full and part-time employees of the Board under the following categories:

<u>TITLE</u>	<u>CODE NO.</u>
Account Clerk	001
Arts Prep. Clerk	007
Assistant Buyer	008
Assistant Custodian	009
Assistant Storekeeper	014
Buyer	019
Chauffeur	020
Clerk	021
Clerk Chauffeur	022
Clerk Stenographer (12 mos)	024
Clerk Typist	026
Computer Operator	027
Console Operator	028
Data Control Clerk	031
Dental Assistant (10 mos)	035
Expeditor	040
Head Clerk	043
Head Account Clerk	044
Junior Visual Aid Technician	046
Keypunch Operator	047
Laborer (Warehouse)	049
Inventory Control Clerk	053
Medical Laboratory Technician	054
Nurses Aide	055
Principal Account Clerk	057
Principal Clerk	058
Principal Clerk Bookkeeper	059
Principal Clerk Stenographer	060
Programmer	061
Radio Operator Technician	064
Radio Recording Technician	065
School Security Guard	069
Senior Art Preparatory Clerk	070
Senior Bookkeeping Maching Operator	071
Senior Clerk	073
Senior Clerk Typist	074
Senior Console Operator	075
Senior Radio Technician	077
Senior Telephone Operator	081
Statistical Assistant	084
Stock Clerk	085
Stock Handler	086
Storekeeper	087

ARTICLE I - RECOGNITION

Section 1 (Continued)

<u>TITLE</u>	<u>CODE</u>
Bus Attendant/12 Mos.	018
Data Entry Machine Operator	076
Senior Personnel Clerk	079
Principal Personnel Clerk	082
Statistical Clerk	083
Claims Examiner	100
Senior Claims Examiner	125
Principal Clerk Typist	145
Equipment Repair Service Clerk	155
Senior Account Clerk Typist	220
Custodial Worker TAPP	301
Receptionist	335
Personnel Clerk	354
Board Chauffeur	030

Article I - Recognition
Section 1 (continued)

TITLE	CODE. NO.
Administrative Clerk	004
Head Expeditor	042
Transportation Coordinator	071
Senior Bus Attendant	072
Visual Aide	077
Senior System Analyst	080
Electrical Repair	108
Sr. Arch Draftsman	113
Draftsman	115
Spec Writer	151
Security Agent	180
Steam Fitter Helper	209
School Construction Inspector	217
Principal Radio Technician	221
Intrusion Alarm Specialist	277
Computer Assist	282
Senior Security Guard	320
Personnel Assist	340
Senior Computer Operator	342
Program Analyst	361
Commodity Buyer	370
Emerg. Eq. Suc.	371
Lab. Assist	612
Tool Clerk	628

ARTICLE I - RECOGNITION (Continued)

<u>TITLE</u>	<u>CODE NO.</u>
Systems Analyst	095
Textbook Technician	101
Visual Aids Technician	102
Senior Clerk Bookkeeper	104
Senior Account Clerk	105
Office Appliance Operator	107
Senior Clerk Stenographer	109
Senior Buyer	126
Terminal Operator	140
Prin. Tape Librarian	146
Senior Data Processing Control Clerk	147
Laborer Maintenance	156
Senior Maintenance Repairman	157
Upholsterer	158
Audio Repairman	159
Electrical Repairman	161
Purchasing Material Control Clerk	163
Auto Mechanic	166
Principal Office Appliance Operator	167
Senior Office Appliance Operator	168
Mail Clerk	169
Clerk Messenger	170
Clerk Messenger Driver	171
Security Agent	180
School Patrol	181
Security Watchman	190
Guard Public Property	191
Community Operator	192
Junior Maintenance Repairman	206
Senior Stock Clerk	215
Bus Attendant (10 max)	219
Bus Escort	219
Tape Librarian	244
Telephone Operator	271
Fork-lift Operator	273
Custodial Worker	300
Senior School Security Guard	320

SECTION 2.

Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the Union and defined as the negotiating unit.

SECTION 3.

Any clause in the contract referring to Union Stewards, it is understood that this term is to be Union Stewards or Building Representatives.

ARTICLE II - UNION MEMBERSHIP

SECTION 1 - CONTINUANCE OF MEMBERSHIP

All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union. All new employees who are hired during the term of this Agreement may become and remain members of the Union. The Board or any of the staff shall in no way or form interfere with, discourage or constrain either the solicitation of membership by the Union, or the maintenance of membership in the Union by any of its employees in the Unit. Terms of such membership are to be subject to applicable law and may be changed in conformance with such laws.

SECTION 2 - DUES DEDUCTIONS

The Board shall deduct and transmit monthly membership dues and other proper assessments from the earned wages and/or salaries of each Union member in the unit upon the written authorization of the employee. In the event an employee is not eligible for payment on the date of customary dues deduction, such deduction will be made from the payroll of the next regular pay period.

Deduction of dues shall date from the date of submission on or before the payroll date on which such deductions are made.

Deduction of dues shall be made from the pay period following the first pay period in the month. A certified listing showing the amount of dues deducted and the date of such deduction of all bargaining unit employees shall be forwarded to the Union seven (7) days after the deduction. The listing shall show the current employment status of all bargaining unit employees. Employees on leave shall make their payment of dues directly to the Union office, and the Board shall be saved harmless by making notification to the Union of such leave and the nature thereof.

SECTION 3 - NON-DISCRIMINATION

The parties shall not discriminate against any employee or applicant for employment, or membership in the Union or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age or marital status. No employee shall be discriminated against or interfered with because of proper union activities.

ARTICLE II.

SECTION 4.

At such time as an Agency Shop shall be legal and applicable to the parties it shall be incorporated in the Agreement and shall be retroactive to the time of its effective date.

ARTICLE III. - BULLETIN BOARDS

The Board shall permit the Union appropriate use of bulletin boards, customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the Personnel Director with a covering letter authorizing the posting of such notice, and signed by an officer of the Union, over the seal of the Union organization.

ARTICLE IV - GRIEVANCE PROCEDURES

SECTION I - DEFINITION

A grievance is defined as a complaint or dispute by an employee in the unit with the Board or any agent of the Board with Administrative or Supervisory Authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement, or any other rules and regulations of the Board, of the Civil Service Commission, or the New Jersey State Board of Education which may apply to the said employees.

SECTION 2 - GENERAL PROCEDURE

STEP 1 In the event that any grievance should arise between an employee and his immediate superior or superiors, the employee, together with a union representative, shall present the grievance informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

STEP 2 If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee, together with the union representative, may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned superior who shall respond in writing to the employee and who shall forward copies of his response both to the Union and the appropriate Assistant Executive Superintendent or his designee.

STEP 3 If no satisfactory resolution of a STEP 2 grievance is reached within five (5) working days, the grievant or the Union will appeal the decision at STEP 2 to the appropriate Assistant Executive Superintendent, or his designee, who shall, within five (5) days conduct a conference with the employee and a union representative to review the grievance. The appropriate Assistant Executive Superintendent or his designee shall submit a written decision on the grievance to the employee and the Union.

ARTICLE IV. - GRIEVANCE PROCEDURE - Continued

STEP 4. If no satisfactory resolution of a Step 3 grievance is reached within ten (10) working days, the employee or the Union will appeal the grievance to the Board's grievance committee which shall, within ten (10) working days conduct a conference with the employee to hear the appealed grievance. The Board's grievance committee shall render a written response to the employee and the Union no later than eight (8) days following the hearing of the grievance at Step 4.

STEP 5.
(A) In the event a grievance shall not have been settled as a result of the above procedures, the employee and the Union will have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the Step 4 decision has been given to the employee and the Union. A written request for arbitration shall be sent to the Board's grievance committee requesting such arbitration to be conducted as described below:

(B) The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

(B)2. The arbitration shall be conducted by a single arbitrator. The Board and the Union shall mutually agree upon a single Arbitrator, to be chosen mutually for a period of one year. The arbitrator shall be selected from a panel submitted by the New Jersey State Board of Mediation or the American Arbitration Association and the expenses of such arbitrator shall be borne equally by both parties.

ARTICLE IV. GRIEVANCE PROCEDURES - Continued

- STEP 5. The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievances as contained in this Article. In the performance of his duties it shall be bound 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 opinions and conclusions on the issues submitted.
- (C) 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 or effect of law. His decisions shall not usurp the functions or powers of the Board as provided by law.
- (D) The Arbitrator shall be instructed by both parties that his decision shall be rendered no later than thirty (30) days after the Step Five (5) Hearing.
- (E) At the end of each school year, the parties shall meet and review the continuance or the selection of a new arbitrator for the coming fiscal year.

SECTION 3. - GENERAL PROVISIONS

- A. Nothing contained herein shall prevent any member in this unit from presenting his own grievance and representing himself, providing notification of all meetings, steps, and written responses are given to the Union and the Union is given the opportunity to be present at any or all steps of the grievance procedure.

ARTICLE IV - GRIEVANCE PROCEDURES (CONTD.)

SECTION 3 - GENERAL PROVISIONS (CONTD.)

- B. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to a higher step.
- C. Time limits provided for in this Article may be extended by mutual agreement of the parties at the level involved.
- D. In the event that the time limitation imposed by the procedures outlined below, as to discussion, hearing and decision, are not complied with, the grievance shall be moved to the next highest step.
- E. Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject to Civil Service Rules and Regulations, and the grievance procedures established herein shall not apply to any matter which is cognizable under Civil Service Statutes, or Civil Service Rules and Regulations. Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regard to this matter, he shall be accompanied by a representative of the Union who shall represent him at any such hearing.

SECTION 4 - TIME LIMITS FOR FILING GRIEVANCES

- A. A grievance must be filed at Step 1 within sixty (60) calendar days from the date on which the act which is the subject of the grievance occurred, or sixty (60) calendar days from the date on which the individual employee should reasonably have known of its occurrence, except payroll errors and related matters shall be deemed a continuous grievance and not subject to the sixty (60) day limitation above.

ARTICLE IV - GRIEVANCE PROCEDURES (CONTD.)

SECTION 4 - TIME LIMITS FOR FILING GRIEVANCES (CONTD.)

- B. In the event a grievance is filed on or after June 1st, responsible efforts shall be made to reduce the time limit set forth at each step of the grievance procedure so that the grievance procedure may be exhausted prior to the end of the fiscal year, June 30th.
- C. Where a grievance is directly concerned and is shared by more than one employee, such group grievance may be properly initiated at Step 2, if such step is the first level of supervision common to the several grievants.
- D. A grievance that is not appealed to the next step shall be deemed an acceptance of the decision rendered at the last step submitted.
- E. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive the Board or any employee of any legal rights.

ARTICLE V - UNION BUSINESS LEAVE

SECTION 1 - 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 six (6) employees shall have the right to receive pay under this provision. Each employee shall be granted administrative leave with pay, the day following a negotiating session, if the session lasts past 11:00 p.m. If the Union duly authorizes a bargaining unit member to represent them during the formal hearing of grievances, and if such hearing of grievances should take place during the regular working hours of said representative, that representative shall be excused from duty, without loss of pay, for such time as may be necessary to hear the grievance.

SECTION 2

Leave of absence, without pay, shall be granted by the Board to the President of the Service Employees International Union, Local 617, and to two additional Union members upon their personal request and the request of the Union to work for the Union, provided he/she is a permanent employee as provided by law and the rules and regulations of the Board of Education and the Civil Service Commission.

No more than three (3) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one (1) fiscal year, from July 1st to June 30th, from the effective date of approval by the Board, and may be renewed upon mutual approval of the Board and the Union. Applications of renewal of said leave shall be submitted to the Board at least sixty (60) days prior to the end of the leave year.

ARTICLE V. - UNION BUSINESS LEAVE

SECTION 3.

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 leaves of absence.

SECTION 4.

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 Board for continued participation in such employee welfare plans, provided the Board or Plan insurers will permit it.

SECTION 5.

The Board agrees to provide business leave of absence with pay for seven (7) delegates of the Union to attend Union educational seminars. A total of ten (10) of such leaves may be used each year, provided that no one individual shall be granted more than ten (10) days from July to July. The provisions of this section shall in no way restrict the Union from requesting additional such days or the Board from granting them. This business leave is to be used exclusively for participation in any convention or other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs of Stewards and union officers and for which appropriate approval by the Personnel Director is required.

After the date of signature of any new contract, the Union shall notify the Board in writing that no later than thirty (30) days after the signing of the agreement; all stewards and officers shall be granted two (2) days in addition to any leave that may be requested for a stewards training course. Such course to be conducted by

ARTICLE V - UNION BUSINESS LEAVE (CONTD.)

SECTION 5 (CONTD.)

Any limitation on the number of business leaves and the amount of persons to be granted such leave shall be submitted in writing to the Personnel Director and a copy of said request shall be provided by the Union to the Supervisor and the Board shall not refuse such leave as long as such leave provision shall not exceed the provisions of the foregoing section.

SECTION 6

Leave as provided in the first paragraph of this section will be granted to individuals as authorized by the Union. At least two (2) weeks notice shall be given to the Board's Personnel Director. Authorization for the request must be substantiated by the Union. In addition, the Board agrees to provide leave of absence, without pay, for no more than three (3) members to serve as delegates to attend Union educational seminars.

ARTICLE VI - LEAVE OF ABSENCE

Upon making timely written application, a permanently employed member of this unit may apply for a leave of absence without pay, for a period not exceeding ninety (90) calendar days. Such request shall include the reason therefore and the Board shall give due consideration to each application. Such leave of absence may be renewed for an additional period, not to exceed ninety (90) calendar days, upon formal written application to and subject to the approval of the Board. No more than three (3) such leaves at maximum shall be permissible at any one time, based on the seniority rotation of the building.

ARTICLE VII. - PROBATIONARY PERIOD

SECTION 1.

Where a list exists it may not be circumvented. Where no list exists, the Board will request an immediate examination and certification of the list by Civil Service.

SECTION 2.

All present provisional employees of the Board who have completed ninety (90) days service or more at the time of the execution of this Agreement, shall receive notice that they must apply for and present themselves for examination to the Civil Service Commission in the grade and title they occupy as provisional employees for the purpose of certification as a permanent employee. The Board and the Union agree that every assistance shall be offered in the nature of pretest assistance or special training wherever possible. Insofar as not disallowed by Civil Service Rules, any present employee of the Board who shall take such examination shall receive additional credits at the rate of three (3) additional credit points for each year of service, not to exceed twenty-five (25) points.

SECTION 3.

Any employee assigned or promoted to a higher promotional position shall be deemed to be on trial in such position and his status in that position shall be subject to the applicable provisions under the rules and regulations of the Board and the Civil Service Commission.

SECTION 4.

The Board shall have no obligation to reemploy any nonpermanent employee who may be dismissed during his trial or probationary period.

SECTION 5.

When a provisional employee is working in a position more than ninety (90) days said position shall be considered a vacant position and shall be posted.

ARTICLE VIII. - A. WORK WEEK

SECTION 1.

Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to members of the bargaining unit, and except for such additional holidays as may be granted from time to time to said bargaining unit members, their regular work week will consist of five (5) days beginning on Monday and ending on Friday, except for those not scheduled to work Monday through Friday.

SECTION 2. GUARDS OF PUBLIC PROPERTY

All Guards of Public Property who are not regularly scheduled to work Monday through Friday shall have their schedules rotated.

ARTICLE VIII. - B. WORK DAY

SECTION 1.

The work day shall be set according to the hours of current Board practice at the time of the ratification of this Agreement.

SECTION 2. ALTERING THE WORK DAY

With the consent of the employee concerned and upon notification to the Union, the scheduled hours for starting and ending the work day may be altered, except that the length of the work day shall not be altered and the hours of the work day shall remain continuous.

Where no consent is received, in the case of custodial workers and building service workers, then the work hours will be posted in accordance with the time limits set forth in the posting and bidding procedure. Where there are no applicants or an insufficient number of applicants, then changes in job assignments shall be on the basis of seniority, with preference being given to permanent employees in the choice of shifts. Provisional employees, on a separate seniority list from permanent employees, shall likewise be assigned to jobs and shifts on the basis of seniority.

Once an employee voluntarily changes his schedule, the new shift will not alter thereafter, except as provided for in this agreement.

ARTICLE VIII. B. WORK DAY - Continued.

SECTION 3. CHAUFFEURS

Chauffeurs assigned to work with one or more Journeyman (such as carpenters, plumbers, glaziers, electricians, etc.) whose scheduled daily lunchtime is thirty (30) minutes, said chauffeur shall begin his work day at 8:00 a.m. and finish at 3:30 p.m. His lunch period must coincide with the Journeyman.

All other chauffeurs shall begin their workday at 8:00 a.m. and finish at 4:00 p.m.

SECTION 4. OUT OF TOWN EXPENSES

At such times as a Board Chauffeur is assigned out of town and expenses shall be incurred, the Board shall be insured, the Board shall issue out of town expense money to the Chauffeur before his departure.

SECTION 5. DUTY FREE LUNCH PERIOD

All lunch periods assigned to members of this unit shall be duty free lunch periods, and with the exception of an emergency, any member of this unit who shall be requested to perform services during his lunch period shall be afforded a duty free lunch period during the respective work shift in that same work day.

SECTION 6.

When any chauffeur is assigned to work with one or more journeymen (such as carpenters, plumbers, glaziers, electricians, etc.) whose scheduled daily lunchtime is 30 minutes, said chauffeur shall begin his work day at 8:00 a.m. and finish at 3:30 p.m. Thirty (30) minutes shall be granted to said chauffeur during the work day for purposes of lunch period and such lunch period must coincide with that of the journeyman with whom he works.

ARTICLE VIII. B - WORK DAY - Continued

SECTION 7. BOARD CHAUFFEURS

Such chauffeurs as are permanently assigned to chauffeur the cars designated for special use by members of the Board, the Executive Superintendent and the Assistant Executive Superintendent for Board Affairs. The work day of Board Chauffeurs shall begin at 8:00 A.M. and finish at 4:00 P.M. One hour during the day shall be granted each Board Chauffeur for purposes of a lunch period.

SECTION 8.

Security Guards and Bus Attendants (formerly bus monitors) shall begin their work day not earlier than 7:00 A.M., not later than 9:00 A.M., and finish eight (8) hours after reporting time except for those Guards working at Newark Evening High School and Newark School of Fine and Industrial Arts, which schedule of work shall commence not earlier than 4:00 P.M. and terminate not later than 12:00 A.M.

SECTION 9.

The supper time provision of this section shall be applicable to the chauffeurs described in this subsection on such days as when a chauffeur continues to work from 3:30 P.M. up to or past 8:00 P.M.

SECTION 10.

Guards of Public Property shall be dispatched or assigned from central headquarters.

SECTION 11.

An employee shall not be docked for lateness unless said lateness exceeds fifteen (15) minutes in a pay period.

ARTICLE VIII. C OVERTIME

SECTION 1.

Overtime shall be defined as extra work performed by a member of the unit above the regular work hours which prevail at the time of the ratification of this Agreement, or at any time during a holiday, Saturday or Sunday. All such overtime shall be calculated on the basis of time and one-half, that is the regularly hourly rate of pay multiplied by one and one-half (1½).

ARTICLE VIII. C OVERTIME - Continued

SECTION 1.

For the purposes of calculating such overtime, time reports shall show the amount of time worked to the nearest quarter of an hour.

SECTION 2. CHAUFFEURS

Overtime work for chauffeurs will conform with the above and all such overtime work shall be duly authorized.

Chauffeurs who complete their work day at 3:30 shall have their overtime begin after that hour.

Should the nature of the overtime work performed by a chauffeur require a change of attire, the Supervisor of Motor Transportation shall grant the chauffeur a reasonable amount of time to complete such change of attire.

SECTION 3. GUARDS

If a Guard cannot carry out a particular overtime assignment, then he must wait until the next open slot-in rotation order.

Guards of Public Property shall be scheduled for any five (5) days between Monday through Sunday. Overtime shall be paid after seven and one-half (7½) hours in any one work day, or on their sixth or seventh consecutive day.

SECTION 4. NIGHT SHIFT

In the case of an employee working on Monday through Friday work schedule the period beginning on Friday night and overlapping into Saturday morning shall be considered as part of the regular work week up to eight (8) hours of work.

SECTION 5.

The selection process of seniority for overtime shall begin with the employee with the most seniority.

No employee shall be forced to accept overtime, but every effort shall be made to cooperate in cases of emergency.

Employees shall be scheduled for overtime on a rotating basis, selected by the amount of seniority.

ARTICLE IX. HOLIDAY SCHEDULE

SECTION 1.

It is mutually agreed by the Board and Local 617 that the present number of holidays (19) shall be maintained for the life of this Agreement. Prior to adoption of the Civil Service Calendar, the Union will be notified and given an opportunity to review said schedule to insure inclusion of all previously listed holidays.

Once adopted this schedule shall be inserted or attached to the Agreement.

SECTION 2.

If by any act of the legislative authority, the traditional date celebrating a particular holiday has been changed, the holidays listed shall, for purposes of this Article, be on such dates as are officially designated by such legislative authority and included in the official calendar of the Board.

SECTION 3.

Should a holiday occur on an employee's regularly scheduled day off, that employee shall be entitled to his regular rate of pay (also known as "holiday pay") and an additional day off following the holiday.

NEWARK BOARD OF EDUCATION

1978-79 Non-Instructional Calendar*

* Cafeteria Workers -

Follow School Calendar for Holidays and Vacations.
 All Central Office and School Non-Instructional
 (Civil Service) Employees will follow calendar

1978

July	3	Schools and Central Office Closed
	4	Independence Day Observed
September	4	Labor Day Observed
October	9	Columbus Day Observed
November	3	Schools and Central Office Closed
	6	Veteran's Day Observed
	7	Election Day Observed
	17	Puerto Rican Discovery Day Observed
	23	Thanksgiving Day Observed
	24	Day After Thanksgiving Traditional
December	25	Christmas Day Observed
	26	Schools and Central Office Closed

1979

January	1	New Year's Day Observed
	15	Martin Luther King's Birthday Observed
February	12	Lincoln's Birthday Observed
	19	Washington's Birthday Observed
April	13	Good Friday Observed
	16	Schools and Central Office Closed
May	28	Memorial Day Observed

ARTICLE X - VACATION

SECTION 1

Within one (1) month of employee's request for vacation period, the employee shall be notified of his authorized vacation schedule. Whenever vacation schedules conflict, seniority shall prevail. No employee will be required to reschedule his vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the appropriate director, and with the consent of the employee, after notification to the employee and the Union.

SECTION 2

Notification of vacation days accumulated will be given to employees on or before April 1st of each year. Employees covered by this Agreement shall be notified as to their vacation schedule during the summer period, on or before April 1st. Except for such cases as are approved by the appropriate director, no single vacation period shall be longer than fifteen (15) working days. Earned vacation may be accumulated up to, but not to exceed the number of days earned for two consecutive years. Vacations may be taken at any time between January 1st and December 31st, of each year with the approval of the appropriate director. If for reasons beneficial to the operation of the Newark School System and approved by the appropriate director, an employee consents to work for any or all of his earned vacation period, such employee shall be remunerated at his regular rate of pay. It shall be understood that such earned vacations not used by the end of the second year will be forfeited.

SECTION 3

A. The Board agrees that for the duration of this Agreement, its vacation policy as such policy relates to the number of vacation days and vacation pay of the employees covered by this unit shall be continued and there will be no reduction for the duration of this Agreement.

ARTICLE X - VACATION (CONTD.)

SECTION 3

B. After attaining over:

One (1) year service	12 vacation days
Seven (7) years service	14 vacation days
Ten (10) years service	15 vacation days
Twelve (12) years service	16 vacation days
Seventeen and over	20 vacation days

SECTION 4

Any earned vacation time requested by the employee to be taken during the schools's Easter or Christmas vacation may be granted.

SECTION 5

If requested by an employee of this unit, additional days off for personal use may be taken from time to time and charged to the employee's earned vacation.

It is agreed that the employee must give the Board sufficient notice in advance, before reporting off on such days.

Personal leave shall be requested at least two (2) working days prior to the day (days) requested.

SECTION 6

Any employee covered by this Agreement shall be entitled to receive vacation pay on the regular pay day immediately preceeding the employee's scheduled vacation. In order to receive such vacation pay as described above, the employee shall file a request with his Department Supervisor for receipt of such pay, giving sixty (60) days notice, or upon receiving notice of approval, and such a request shall be approved by the employee's departmental administrator.

ARTICLE X - VACATION (CONTD.)

SECTION 7

In the case of severance from the job for any reason, including retirement, any accumulated vacation shall be paid in a lump sum or the effective date of severance or retirement shall be scheduled in order to afford the employee time in which to avail himself/herself of such accumulated time. The details of payment must be in accordance with the time limits and laws.

SECTION 8

Vacation entitlement shall be computed in accordance with the number of year of employment the employee will complete on their anniversary date of employment.

ARTICLE XI - FRINGE BENEFITS

SECTION 1

The Board agrees to make available to all employees in the unit and their dependents, without cost, a program of hospitalization, medical-surgical benefits and major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available Blue Cross and Rider J., 750 Series Blue Shield, and major medical insurance, including dental benefits. The available program shall cover up to full family protection for each employee based on family and marital status.

Ten (10) month employees shall be eligible for all fringe benefits, insurance etc., during the period of their seasonal layoff at no cost to the employee.

SECTION 2

Upon employment, the benefits described in Section 1 shall be made applicable to each newly employed member of the unit at the earliest possible date immediately following employment. All necessary forms, applications for such benefits, shall be filed on the first date of hire.

SECTION 3

Benefit plans shall be administered by a Board of Joint Trustees who shall become empowered to accept payment of premium from the Board for such benefit plans, transmit payment to insurance carriers, or to set up by accepted standards, funds or self-insured plans, as well as to administer and/or monitor the payment of benefits. The Trustees shall provide such legal instruments in accordance with applicable law, that shall allow the Trustees to select an administrator who will be responsible to the Trustees for the efficient and expeditious operation of such benefit plans.

All personnel shall be paid by the plan in keeping with the guidelines which will be part of the indenture agreement and other regulations under which they will operate. It shall be the duty of the Trustees, working within the allotment of premium to find methods of increasing benefits, expediting benefit payments and keeping the Board and the employees covered aware of all privileges and rights.

ARTICLE XI - FRINGE BENEFITS (CONTD.)

SECTION 3 (CONTD.)

The Board of Trustees shall consist of three (3) members selected by the Board and three (3) members selected by the Union. The above mentioned Trustees shall by mutual agreement select a qualified person to act as administrator who will direct the operation of the fund in accordance with the directives of the Trustees to keep and maintain the books and records of the fund, in addition to any other duties delegated to said administrator by the Board of Trustees. Should the Board of Trustees be unable to agree upon the selection of an administrator, then the matter shall be referred to an arbitrator selected in accordance with the customary rules of selection or by appointment under the New Jersey State Board of Mediation where an arbitrator cannot be mutually accepted by both parties.

No trustee shall receive any monies from the fund other than reimbursement for expenses.

All monies are to be deposited in a fund account in banks in the City of Newark and their books and records shall be available for inspection by the Board, Union and any members covered by the fund. The fund shall be appropriately named by the Trustees. Such a fund shall be in conformance with the approved procedures or statutes of the New Jersey State Board of Insurance.

The Board shall act to remove itself from the scope of current benefit plans as they affect this unit so as to permit effectuation of this Article. The Board will not be required to incur any penalties by reason of this Article. Nor shall this Article cause any increase from total current expenditures for fringe benefits and health plans. Minimum programs under this Article shall include medical insurance, a major medical program, a dental program and Rider "J".

If and when any additional or supplemental fringe benefits are made available to any other unit or group of the Board's employees who are employed on a non-instructional basis and on a non-administrative basis or non-supervisory basis, such benefits shall be simultaneously granted to the employees covered by this Agreement.

ARTICLE XI. - FRINGE BENEFITS - Continued

SECTION 4.

The Board will provide the Union with \$73.00 per Bargaining Unit employee effective March 1, 1978 for the benefits outlined in the memorandum of agreement dated October 15th, 1977. This benefit will be increased to \$93.00 per Bargaining Unit employee effective March 1, 1979.

SECTION 5.

In accordance with Article XI. Section 3., "additional or supplemental fringe benefits" the Union shall receive "complete podiatry and eyeglass care (optical plan) at no cost to the Union Members." Optical Plan to be effective September 1, 1978. Podiatry to be effective March 1, 1979.

ARTICLE XIV. ABSENCES AND LEAVES

SECTION 1. NON-OCCUPATIONAL SICK LEAVE

All employees permanently employed, shall be entitled to fifteen (15) days of sick leave at full pay during each calendar year. Unused sick leave may be accumulated without limit. The Board may require proof of such illness by way of medical certificate or any other means the Board wishes to use. The rules and regulations of the Civil Service Commission shall also apply to such leaves, where such rules and regulations are applicable.

SECTION 1A.

Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason which such employee is unable to perform the usual duties of his/her position or exposure to contagious disease, or short period of emergency attendance upon a member of the immediate family becoming critically ill and requiring the presence of such employee. Whenever an employee takes sick leave because of emergency attendance upon a member of the immediate family, the employee shall submit a doctor's certificate detailing the nature of the critical illness and a statement by the employee justifying his or her required presence. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family.

SECTION 2. PERSONAL DAYS

All employees permanently employed, shall be entitled to three (3) days with pay of personal leave per calendar year, but no such unused personal leave may be accumulated.

ARTICLE XIV. ABSENCES AND LEAVES - Continued

SECTION 3.

The Board may grant additional sick leave or personal leave with pay to an employee beyond the established limits whenever it deems such additional time is merited, and shall notify the Union of the granting of such additional leave and the reasons therefor.

SECTION 4.

Personal leave taken without prior notification, in cases of emergency, must be documented upon the employee's return to work.

ARTICLE XIV - ABSENCES AND LEAVES (continued)

SECTION 5.

All employees covered by this Agreement shall receive full pay for absences resulting from the causes listed below and for the amount of time stated.

- A. Death in the immediate family or household - five (5) consecutive working days immediately following the death. Death in the immediate family is defined as follows:

Spouse

Children

Mother (Stepmother, Foster Mother, Guardian, Mother-in-Law)

Father (Stepfather, Foster Father, Guardian, Father-in-Law)

Sister

Brother

Grandmother

Grandfather

Any other relative residing in the household.

- B. Death of any other relative - one (1) day.
- C. Absence because of court subpoena or jury duty - time required as a juror shall be considered a full working day. Anyone assigned to an afternoon or evening shift shall be entitled to equal time off as leave with pay from his or her next regularly schedule shift for all time spent while going to and from Court, serving on jury duty or answering subpoena. Equivalent leave with pay shall be granted to any such employee who is scheduled to work a shift other than a day shift, said leave to be granted during his next succeeding work shift.

ARTICLE XIV. ABSENCES AND LEAVES - Continued

SECTION 5.

- D. Absences up to one month when called for active reserve duty during any fiscal year.
- E. Copies of such subpoena, jury duty notice or order for active reserve duty shall be presented to the Board for verification of request.
- F. Absences resulting from quarantine.
- G. Attendance at a conference, upon being excused by the Executive Superintendent.
- H. Seniority rights shall be maintained during the period of any leave of absence granted pertaining to this Article. All employees on leave with pay shall continue to receive full benefits provided by the Board.

SECTION 6. MATERNITY LEAVE

- A. Upon certification by a duly licensed physician and application by an employee, a leave for maternity shall be granted by the Board for a period of not more than one (1) year. An employee on maternity leave shall be reinstated at any time during the period of such leave upon request of the employee and examination by a duly licensed physician attesting to her ability to perform her duties satisfactorily. Leave shall be extended for a period of one (1) year by the Board for care of child, if requested by the employee. An employee returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective, except that when the employee has completed ninety (90) days or more of a school year, it shall count as a full year. Seniority rights shall be maintained during the period of such leaves. Such leave shall also conform to new State and Federal regulations in reference to disability, sick or other compensation.

ARTICLE XIV. ABSENCES AND LEAVES - Continued

SECTION 6. MATERNITY LEAVE

- A. Two weeks notice (or the next pay period) must be given to anyone taking the place of an employee on maternity leave when the employee on leave notifies the Board she plans to return from leave.
- B. The Board may grant two (2) weeks furlough to an employee without pay in case of marriage.

SECTION 7.

All sick, personal and leave time shall apply equally to both sexes.

ARTICLE XV. NO STRIKE OR LOCK-OUT POLICY

The Union and the members of this unit agree 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. The Board agrees that at no time will it institute a lock-out of the employees in this unit.

ARTICLE XVI. CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

ARTICLE XVII - PROMOTIONS AND NEW POSITIONS

SECTION 1.

In the event any new positions in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions.

1. Notice of all openings shall be posted in all schools and places of employment for a minimum of five (5) working days. All notices of posting of positions that are vacant, new positions or promotional positions shall be sent to the Union one day prior to the date of posting such position.
2. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included.
3. All employees in the unit shall have full and equal opportunity to compete for any such positions based on seniority and their being able to meet the required qualifications. In all cases where promotional exams are held, bargaining unit members shall be selected. Should no bargaining unit member be found eligible, then the Board may select from the open competitive list.
4. Promotional rights shall be on a seniority basis, with first preference given to employees in their respective units.

SECTION 2.

All vacancies shall be awarded on the basis of Civil Service Rules and Regulations and seniority shall apply where appropriate.

ARTICLE XVII. PROMOTIONS AND NEW POSITIONS

SECTION 3.

Upon the request of ten (10) or more members of the employees involved to establish in-service training opportunities for competing for such positions, such classes shall be set up by the Board without cost to any employee.

SECTION 4.

Any evidence to the effect that the qualifications have been so prepared as to seek to deliberately eliminate from competition presently employed members of the unit shall be on the basis of a grievance by the Union.

SECTION 5.

When an employee is promoted to a higher position said employee shall be placed on the nearest step of the new classification which is indicated by their new increment.

Example: Using the following schedules:

School Security Guard	8283	8599	8916	9232	9549	9865
Sr. Sch. Security Guard	8583	8899	9215	9531	9847	10165

A School Security Guard at Step 2 (8599) would receive the increment to (8916) and as a result be placed on Step 3 (9215) of the Senior School Security Guard Salary Schedule.

SECTION 6.

Any employee who has passed a promotional examination and has been certified on a complete list in a position where a provisional is presently employed, shall be hired in the promotional title and given a ninety (90) day probationary period.

ARTICLE XVII. PROMOTIONS AND NEW POSITIONS

SECTION 7.

The position of Board Chauffeur shall be deemed a senior position subject to title change according to Civil Service Rules and Regulations. This position shall be filled in accordance with the contract.

SECTION 8.

In the case where a permanent employee is promoted but does not successfully complete the probationary period, the employee shall be returned to his/her previous job classification in the employee's most recent location without loss of seniority.

SECTION 9.

Whenever any decision or recommendation is made by either the Board of Education or the Civil Service Commission changing the titles of any employee within the negotiating unit having any impact on their terms and conditions of employment, same shall be brought to the attention of the Union within ten (10) days, by mailing a copy of the Civil Service Document or Board resolution to Local 617.

ARTICLE XVIII - MANAGEMENT RIGHTS

SECTION 1.

The Board retains the exclusive right to direct the work of the members of this unit, except as such right is affected or modified by the terms of this Agreement. This right shall include, but not be limited to the right to direct, hire, promote, assign, suspend, demote and discharge or take other disciplinary action with reference to its employees as provided by law and the rules and regulations of the Board and the Civil Service Commission.

SECTION 2.

The Board's right to make reasonable rules and regulations governing the work of the employees of the unit shall not be limited except that any such rules and regulations shall be deemed to be modified to the extent necessary to be consistent with any applicable provision of this Agreement.

SECTION 3.

Prior to the implementation of any rules or regulations affecting any changes in hours, wages or working conditions of employees in this unit by the Board or any of its authorized administrators, the Union shall be notified within seventy-two (72) hours by certified mail, return receipt requested.

ARTICLE XIX - JOB INJURY COMPENSATION

SECTION 1.

Whenever any employee in the bargaining unit is absent 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 and benefits on a regular basis for the period of such absence for up to one (1) calendar year without having such absence charged to annual sick leave or accumulated sick leave, or vacation time, in accordance with the provisions of N.J. Statutes 18A and N.J.S.A. 11:24A-4.

(B) The employee upon receiving the award from Workmen's Compensation shall remit or assign such award to the Board immediately. The Board shall not withhold any compensation as stated in Part A from the employee pending the award.

SECTION 2. - CIVIL AND CRIMINAL ACTION

The Board recognizes that the employees in this unit are covered by the indemnity provisions of Title 18A:16-6 and 18A:16-6.1 or as such provisions are amended by the Legislature in terms of indemnity against civil action and certain criminal action.

ARTICLE XX. SUSPENSIONS AND DISCIPLINARY ACTION

SECTION 1.

Disciplinary action may be imposed upon an employee only for a just cause. Any disciplinary action or measure imposed upon an employee or any intent to invoke disciplinary action upon said employee may be processed by that employee as a grievance.

In all matters where disciplinary action is contemplated the Board shall supply the employee and the Union Office with the charges and any written documentation submitted from which the charges are drawn. This information shall be submitted no less than five (5) days prior to the scheduling of any disciplinary hearing.

SECTION 2.

Except in the case of an act of violence, criminal intent or bodily harm, an employee shall not receive any disciplinary action unless:

1. Verbal Warning
2. A notice of warning is given, and a copy of such warning must be given simultaneously to the Union Office.

SECTION 3.

If the Board or any authorized agent of a Board has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public. A member of the unit who receives a verbal or written administrative order to report to the Personnel Department, a supervisor or other administrative officer on a matter involving discipline, may be accompanied by a representative of the Union at the employee's request.

If during the course of a discussion between an employee and a representative of the employer, a matter should arise which would lead to a question of discipline, suspension, or discharge, the employee may, at that time, request such Union representative.

XX. SUSPENSIONS AND DISCIPLINARY ACTION - Continued

N 4.

The Board and Union agree that there will be no harassment of either ty of a pending grievance, disciplinary action or arbitration while said tion is in progress.

ARTICLE XXI. TRANSFERS

SECTION 1.

Employees of this unit who wish to make application for transfer or assignment to any existing vacancies, shall submit such application in writing to the appropriate Assistant Executive Superintendent or his designee, and such application shall include in the order of preference; the school or location wherein the employee wishes to be transferred. Any selection to fill an existing vacancy by those employees requesting transfer shall be based on consideration of seniority, qualification, personal preference, and in no way shall be incompatible with the welfare of the children and the community.

While serving in the capacity of steward or officer, an employee will not be transferred to another location without ten (10) working days prior notice to the Union.

SECTION 2.

On July 1, and January 1, of every year the Department of Personnel shall prepare lists of all vacancies unfilled at that time. In addition any employee seeking a transfer other than through a posting must submit their request within five (5) days of the above mentioned dates. This will be the only period this type of request can be made.

Prior to posting a vacancy the Personnel Department will review the requests submitted in June and January for any employees who may be interested in that vacancy. Should there be no persons interested in that location the position shall be posted.

ARTICLE XXI. - Continued

SECTION 2.

There will be no limit to the number of requests an individual can submit on posted positions, however, they can receive no more than two (2) actual transfers over the course of one (1) year.

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

SECTION 3.

No involuntary transfers shall be made for any reason except where there exists emergencies, absences or special circumstances where additional work forces are needed. In addition, no involuntary transfers shall be made for reasons of personal bias, vindictiveness or participation in Union activities.

Where requested, the Personnel Director shall furnish to the Union and the employee who has been transferred, an explanation in writing for the transfer.

SECTION 4.

Any employee who has been involuntarily transferred because of budget cuts from any location in the bargaining unit shall be given first preference to be reassigned to that location in the event the position at that location is restored, providing the employee requests the transfer.

ARTICLE XXII. UNION STEWARDS

SECTION 1.

The Union shall furnish the Board or other designees of the Board with a list of the Union stewards or Building Representatives and their locations. The Union shall notify the Board of any changes. The Board will furnish the Union with a list of the names addresses and work locations of all the employees in the unit twice a year.

Both parties agree to recognize and deal with only properly authorized Board or Union representatives with reference to Union business.

A steward shall be permitted upon request and approval of his immediate supervisor, to leave his work to investigate and adjust complaints. In the event of the steward's absence, he shall have an alternate designated on his behalf.

The Union shall have access, through the appropriate supervisor, of pertinent documentation relating to the grievance in question, and shall have the right to interview the aggrieved employee, supervisors, and witnesses during working hours.

While serving as a steward, an employee will not be transferred to another location without ten (10) working days prior notice to the Union and subject to grievance procedures.

SECTION 2. VISITATION RIGHTS

A representative or representatives of the Union shall have access during working hours of all facilities, buildings, grounds, and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement. The facility office must be notified that the representative is in the building.

ARTICLE XXIII - EMPLOYEE PERFORMANCE EVALUATION

SECTION 1.

Employee performance shall be regularly evaluated by authorized members of the supervisory and administrative staff. Such evaluations shall be made openly and every written evaluation of performance of any employee shall be submitted to the Union and the employee by the individual authorized to make such evaluation.

SECTION 2.

Employees shall be rated satisfactory or unsatisfactory. If an employee or the Union wish to contest the evaluation, then a conference shall be called between the authorized supervisory or administrative staff member making the evaluation, the employee and the Union. The matter shall be discussed. Should the parties accept recommendations for acknowledged deficiencies, then a date for a future evaluation shall be agreed upon.

SECTION 3

Should the parties disagree upon the evaluation, then either party may initiate a grievance in accordance with the procedures set forth in this Agreement. No record of any evaluation shall be entered into the employee's file unless mutual agreement is reached that such information is appropriate for filing.

ARTICLE XXIII. EMPLOYEE PERFORMANCE EVALUATION - Continued

SECTION 4.

Upon request of the employee and the Union, an employee shall have an opportunity to review and examine pertinent documents in his personnel history file. The Board shall honor the request of such employee for copies of documents in the file. The Board shall have the right to have such review and examination to take place in the presence of an appropriate official of the Board. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in his/her permanent personnel file and will be attached to and retained with the document in question. If any material, derogatory or adverse to the employee, is placed in the file in question, a copy of such material shall be sent to the employee. And is subject to the grievance procedure.

ARTICLE XXIV. SENIORITY

SECTION 1

SENIORITY Seniority is defined as employment based on the length of continuous service with the Board within the title, from the date of hire, and rank.

During the term of office of any officer of the Union or steward, such officer or steward shall be placed at the head of the seniority list during the term of his/her office.

SECTION 2.

SENIORITY LIST A seniority list shall be made available to the Union twice a year - January 1 and July 1 - showing the date of hire and rank or last date of rehire of all employees in the bargaining unit.

ARTICLE XXIV. SENIORITY - Continued

SECTION 2.

Seniority shall prevail in all matters where a preference may be established as provided by Civil Service Rules and Regulations.

SECTION 3.

An employee shall on the day worked immediately following the successful completion of the probationary period be considered to have seniority as of the date of hire.

ARTICLE XXV. MISCELLANEOUS

SECTION 1. LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee consisting of representatives of the Board and the Union shall be set up for the purpose of reviewing issues of common interest. Such committee shall meet not less than two (2) times a year.

SECTION 2. JOB-DESCRIPTION

Appended to this Agreement shall be attached a job description of the work of the employees of this unit as filed with the Civil Service Commission.

SECTION 3. TRAVEL ALLOWANCES

Any member of the bargaining unit who may be called upon to travel from his assigned station to another installation for carrying out his duties shall be compensated by the Board for his cost of travel within one (1) month of receipt of the voucher, unless he is transported by the Board.

ARTICLE XXV. MISCELLANEOUS - Continued

SECTION 4. LIGHT DUTY

Any employee returning from sick leave and requesting light duty must be approved by the Board's doctor. Such employee who is not able to perform their regular work may be transferred to work they are able to perform shall be paid not less than their basic rate of pay for a period not to exceed one (1) month, subject to review at the end of thirty (30) days, but the total duration of the light duty shall not exceed four (4) months, to be reviewed monthly, after which their rate shall be adjusted to established rate of job to which assigned.

SECTION 5. SPECIAL DUTY

In the event a chauffeur's license should be suspended for any job related driving offense, the Board shall place that chauffeur on "special assignment" for that period of suspension in order that he may be gainfully employed during that period of time.

SECTION 6. AVAILABILITY OF CONTRACT

Within sixty (60) days after the signing of this Agreement by the parties, the Union shall procure 2,000 copies of this Agreement, printed in a Union House, cost to be borne by the Board.

SECTION 7. ORIENTATION

The Board shall establish orientation programs for all new employees within the various departments. The Union will be invited to the orientation programs for new employees. Prior notification shall be given to the Union of training programs and the contents thereof.

ARTICLE XXV. MISCELLANEOUS - Continued

SECTION 8. PERSONAL VEHICLES

No employee shall be required to use their own personal vehicles for Board business, unless travel allowance is agreed upon with the Union and the employer, and the Board shall provide complete indemnification of the employee and the vehicle while in such use.

SECTION 9. USE OF BOARD VEHICLES

No licensed Board vehicle used at any time to transport equipment, supplies, books, Board members, administrative staff, or any other materials or personnel (which have as a matter of previous practice been driven by members of the chauffeurs bargaining unit) shall be driven by any employee of the Board other than a member of the Union Chauffeurs bargaining unit, with the exception of cars designated for the specific purpose of patrolling the intrusion alarm system, and other such emergency situations directly related to the security maintenance of the school system, and the designated cars driven by security supervisory personnel for the purpose of patrolling the security system.

SECTION 10. WORKING IN HIGHER POSITION TITLE

Any employee assigned work in a classification over and above his normal job description shall be paid at the appropriate rate of pay for that job. Qualification for this pay shall be based on filling the vacancy for one (1) day or more.

ARTICLE XXV. MISCELLANEOUS - Continued

SECTION 11.

The Board will make every reasonable effort to insure employees' entrance into buildings and site locations. In the event that the Board's effort to permit employees to successfully enter the building or site location or to be appropriately reassigned are not successful, said employee shall incur no loss of salary.

SECTION 12. CREDIT UNION

The Board agrees to cooperate with the Union in the establishment of a Credit Union and will make appropriate deductions where authorized.

SECTION 13. IDENTIFICATION CARDS

The Board shall issue to all Board Employees a Board Identification Card, which may be required to be worn in the work area for Security purposes.

SECTION 14. USE OF SCHOOLS

The Executive Superintendent shall, upon timely notification by the Union, grant to the Union the use of facilities in school buildings after school hours for the purpose of conducting general membership meetings. Such 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.

SECTION 15. BOARD MEETINGS

The Board shall make available to the Union three (3) copies of the Agenda of each Board meeting twenty-four (24) hours prior to each Board meeting or at the same time when such copies of the Agenda are made available to Board Members, whichever is sooner. The Union shall be allowed a period of ten (10) minutes to present at the conference meeting its views, providing it requests permission in accordance with Board rules and regulations.

ARTICLE XXV. MISCELLANEOUS - Continued

SECTION 15. BOARD MEETINGS

Additionally, the Union may be heard as to any items affecting school welfare during that period of the Board's public meeting devoted to the presentation of statements by individuals and organizations. This provision shall remain in effect during the life of this agreement.

ARTICLE XXVI. MATTERS NOT COVERED

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 seven (7) calendar days of the receipt of such request. The negotiations shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

ARTICLE XXVII. REOPENING PROVISION

The Board agrees that this Agreement may be reopened by the Union on November 1, 1980, for the purpose of negotiating over all matters concerning the employees' salaries, fringe benefits, working conditions and related matters in the school budget for the successor agreement. Any agreement reached relative to the employees' salaries, fringe benefits, working conditions and related matters shall be reduced in writing and shall be signed by the Board and the Union.

ARTICLE XXVIII. SCHOOL BUILDING ASSIGNMENTS

In instances where the Board deems it necessary that an employee in this unit be utilized in a particular school building or location where activities and/or overtime are conducted after school hours, in making such assignments preference shall be given to employees who are assigned full-time in the said school building or location. In the event that an employee does not wish to avail himself of the opportunity for the additional work after school hours, then and in the event selection shall be made by the appropriate Director, based on seniority on a rotating basis, ability to perform the available work, and shall not be incompatible with the assignment or welfare of the children and the community.

ARTICLE XXIX. - WAGES

SECTION 1A.

As of March 1, 1978, all employees covered by this Agreement shall receive an increase of \$500.00.

As of March 1, 1979, all employees shall receive an increase in salary of \$500.00.

As of July 1, 1980, all employees shall receive an increase in salary of \$600.00.

SECTION 1B.

The salary schedules of all employees covered by this Agreement shall be increased in accordance with Section 1A.

SECTION 2.

All individuals shall be placed on the step according to their length of service.

SECTION 3.

The current practice giving one (1) longevity payment in the 20th year and one (1) in the 25th year shall be continued. The longevity payments shall be equal to one increment each.

SECTION 4.

Payroll errors shall be corrected within forty-eight (48) hours of the time the error is reported by the affected employee.

SECTION 5.

There shall be no difference between the pay given to any worker carrying out a full program of work or services regardless of sex.

SECTION 6.

All employees working the night shift shall receive their paychecks on payday.

SECTION 7.

Any employee absent because of vacation, personal day, injury on the job or extended sick leave shall receive their paycheck on the specific pay day of the employee. Extended sick leave shall be defined as an absence of two (2) days or more.

SALARY SCHEDULE FOR 1978 - 1979

CODE#	TITLE	1	2	3	4	5	6
001	Account Clerk	7380/7880	7717/8217	8054/8554	8391/8891	8728/9228	9065/9565
007	Arts Prep. Clerk						
008	Assistant Buyer	8900/9400	9360/9860	9820/10320	10280/10780	10740/11240	11200/11700
009	Assistant Custodian	9290/9790	9733/10233	10176/10676	10619/11119	11062/11562	11505/12005
014	Assistant Storekeeper						
018	Bus Attendant (12 mo.)	8783/9283	9099/9599	9415/9915	9731/10213	10047/10547	10363/10863
019	Buyer	10059/10559	10500/11000	10941/11441	11382/11882	11823/12323	12264/12764
020	Chauffer	8234/8734	8551/9051	8868/9368	9185/9685	9502/10002	9819/10319
021	Clerk	7079/7579	7374/7874	7669/8169	7964/8464	8259/8759	8554/9054
022	Clerk Chauffeur	7970/8470	8340/8840	8710/9210	9080/9580	9450/9950	9820/10320
024	Clerk Stenographer (Adm. Office 12 mo.)	7374/7874	7670/8170	7966/8466	8262/8762	8558/9058	8854/9354
026	Clerk Typist	7079/7579	7374/7874	7669/8169	7964/8464	8259/8759	8554/9054
027	Computer Operator	10102/10602	10545/11045	10988/11488	11431/11931	11874/12374	12317/12817
028	Console Operator	9363/9863	9806/10306	10249/10749	10692/11192	11135/11635	11578/12078
030	Board Chauffeur	8234/8734	8551/9051	8868/9368	9185/9685	9502/10002	9819/10319
031	Data Control Clerk	8652/9152	9158/9658	9664/10164	10170/10670	10676/11176	11182/11682
035	Dental Assistant(10 mo.)	8994/9494	9416/9916	9838/10338	10260/10760	10682/11182	11104/11604
040	Expeditior	8466/8966	8730/9230	8994/9494	9258/9758	9522/10022	9786/10286
043	Head Clerk	9571/10071	9950/10450	10329/10829	10708/11208	11087/11587	11466/11966

CODE#	TITLE	1	2	3	4	5	6
044	Head Account Clerk	10270/10770	10713/11213	11156/11656	11599/12099	12042/12542	12485/12985
046	Jr. Visual Aid Technician	7496/7996	7865/8365	8234/8734	8603/9103	8972/9472	9341/9841
047	Key Punch Operator	7464/7964	7886/8386	8308/8808	8730/9230	9152/9652	9574/10074
049	Laborer	8250/8750	8566/9066	8882/9382	9196/9698	9514/10014	9830/10330
053	Inventory Control Clerk	--	--	--	--	--	--
054	Medical Lab. Technician	8994/9494	9416/9916	9838/10338	10260/10760	10682/11182	11104/11604
055	Nurses Aide	7359/7859	7717/8217	8075/8575	8433/8933	8791/9291	9149/9649
057	Principal Account Clerk	8867/9367	9236/9736	9605/10105	9978/10474	10343/10843	10712/11212
058	Account Clerk	8867/9367	9236/9736	9605/10105	9978/10474	10343/10843	10712/11212
059	Principal Clerk Bookkeeper	9321/9821	9764/10264	10207/10707	10605/11150	11093/11593	11536/12036
060	Principal Clerk Stenographer	8867/9367	9236/9736	9605/10105	9974/10474	10343/10843	10712/11212
061	Programmer	11900/12400	12500/13000	13100/13600	13700/14200	14300/14800	14900/15400
064	Radio Operator Technician	9047/9547	9553/10053	10059/10559	10565/11065	11071/11571	11577/12077
065	Bilingual Clerk Typist	7079/7579	7374/7874	7669/8169	7964/8464	8259/8759	8554/9054
069	School Security Guard	8783/9283	9099/9599	9415/9915	9731/10231	10047/10547	10363/10863
070	Sr. Art Prep. Clerk	--	--	--	--	--	--
071	Sr. Bookkeeping Machine Operator	--	--	--	--	--	--
073	Senior Clerk	7844/8344	8213/8713	8582/9082	8951/9451	9320/9820	9689/10189
074	Senior Clerk Typist	7496/7996	7865/8365	8234/8734	8603/9103	8972/9472	9341/9841

SALARY SCHEDULE FOR 1978 - 1979

CODE#	TITLE	1	2	3	4	5	6
075	Senior Console Operator	11235/11735	11657/12157	12079/12579	12501/13001	12923/13423	13345/13845
076	Data Entry Machine Operator	7844/8344	8213/8713	8582/9082	8951/9451	9320/9820	9689/10189
077	Senior Radio Technician						
079	Senior Personnel Clerk	8288/8788	8645/9145	9002/9502	9359/9859	9716/10216	10073/10573
081	Senior Telephone Operator						
082	Principal Personnel Clerk	9020/9520	9414/9914	9827/10327	10261/10761	10717/11217	11195/11695
083	Statistical Clerk	9414/9914	9827/10377	10261/10761	10717/11217	11195/11695	11697/12197
084	Statistical Assistant						
085	Stock Clerk	8081/8581	8450/8950	8819/9319	9188/9688	9557/10057	9926/10426
086	Stock Handler	7986/8486	8355/8855	8724/9224	9093/9593	9462/9962	9831/10331
087	Storekeeper						
095	Systems Analyst	16900/17400	17500/18000	18100/18600	18700/19200	19300/19800	19900/20400
100	Claims Examiner	8288/8788	8645/9145	9002/9502	9359/9859	9716/10216	10073/10573
101	Text Book Technician	8888/9388	9258/9758	9628/10128	9998/10498	10368/10868	10738/11238
102	Visual Aids Technician	8123/8623	8493/8993	8863/9363	9233/9733	9603/10103	9973/10473
104	Senior Clerk Bookkeeper	8867/9367	9236/9736	9605/10105	9974/10474	10343/10843	10712/11212
105	Senior Account Clerk	7844/8344	8213/8713	8582/9082	8951/9451	9320/9820	9689/10189
107	Office Appliance Operator	7079/7579	7374/7874	7669/8169	7964/8464	8259/8759	8554/9054
109	Senior Clerk Stenographer	7844/8344	8213/8713	8582/9082	8951/9451	9320/9820	9689/10189

SALARY SCHEDULE FOR 1978 - 1979

CODE#	TITLE	1	2	3	4	5	6
125	Senior Claims Examiner	9020/9520	9414/9914	9827/10327	10261/10761	10717/11217	11240/11740
126	Senior Buyer						
140	Terminal Operator	8867/9367	9236/9736	9605/10105	9974/10474	10343/10843	10712/11212
145	Principal Clerk Typist	12778/13278	13159/13659	13766/14266	14410/14910	15083/15583	14798/16298
146	Principal Tape Librarian	10735/11235	11157/11657	11579/12079	12004/12504	12404/12904	12804/13304
147	Senior Data Processing Control Clerk	9996/10496	10439/10939	10882/11382	11325/11825	11783/12283	12241/12741
155	Equipment Repair Service Clerk	8250/8750	8566/9066	8882/9382	9196/9698	9514/10014	9830/10330
156	Laborer Maintenance						
157	Senior Maintenance Repairman	9131/9631	9447/9947	9763/10263	10079/10579	10395/10895	10711/11211
158	Upholsterer	12040/12540					
159	Audio Repairer						
161	Electrical Repairer	9194/9694	9411/10011	9828/10328	10145/10645	10462/10962	10779/11279
163	Purchasing Material Control Clerk	10270/10770	10690/11190	11110/11610	11530/12030	11950/12450	12370/12870
166	Auto Mechanic	10840/11340	11212/11712	11589/12089	11981/12481	12374/12874	12766/13266
167	Principal Office Appliance Operator						
168	Senior Office Appliance Operator	7844/8344	8213/8713	8582/9082	8951/9451	9320/9820	9689/10189
169	Mail Clerk	7079/7579	7374/7874	7669/8169	7964/8464	8259/8759	8554/9054
170	Clerk Messenger	7079/7479	7374/7874	7669/8169	7964/8464	8259/8759	8554/9054
171	Clerk Messenger Driver	8234/8734	8551/9051	8868/9368	9185/9685	9502/10002	11123/11623
180	Security Agent	9338/9839	9695/10195	10052/10552	10409/10909	10766/11266	11233/11623

SALARY SCHEDULE FOR 1978 - 1979

DD#	TITLE	1	2	3	4	5	6
181	School Patrol	9338/9838	9695/10195	10052/10552	10409/10909	10766/11266	11123/11623
190	Security Watchman	7870/8370	8150/8650	8430/8930	8710/9210	8990/9490	9270/9770
191	Guard Public Property	7870/8370	8150/8650	8430/8930	8710/9210	8990/9490	9270/9770
192	Communications Operator	7373/7874	7670/8170	7966/8466	8262/8762	8558/9058	8854/9354
206	Junior Maintenance Repairman						
215	Senior Stock Clerk	8867/9367	9236/9766	9605/10165	9974/10564	10343/10963	10712/11362
219	Bus Attendant/10mo.	7185/7685	7447/7947	7709/8209	7971/8471	8233/8733	8495/8995
220	Senior Account Clerk Typist	7844/8344	8213/8713	8582/9082	8951/9451	9320/9820	9689/10189
244	Tape Librarian	10102/10602	10545/11045	10988/11488	11431/11931	11847/12347	12300/12800
271	Telephone Operator	7515/8017	7886/8386	8255/8755	8624/9124	8993/9493	9362/9862
273	Fork Lift Operator	8640/9140	9056/9556	9472/9972	9888/10388	10304/10804	10720/11220
300	Custodial Worker	8013/8513	8308/8808	8603/9103	8898/9398	9193/9693	9488/9988
301	Custodial Worker TAPP	8013/8513	8308/8808	8603/9103	8898/9398	9193/9693	9488/9988
320	Senior School Security Guard	9083/9583	9399/9899	9715/10215	10031/10531	10347/10847	10663/11163
335	Receptionist	7948/8448	8288/8788	8645/9145	9020/9520	9414/9914	9820/10320
354	Personnel Clerk	7624/8124	7948/8448	8288/8788	8645/9145	9020/9520	9414/9914

SALARY SCHEDULE FOR - 1980

CODE#	TITLE	1	2	3	4	5	6
001	Account Clerk	8480	8817	9154	9491	9828	10165
007	Arts Prep. Clerk						
008	Assistant Buyer	10000	10460	10920	11380	11840	12300
009	Assistant Custodian	10390	10833	11276	11719	12162	12605
014	Assistant Storekeeper						
018	Bus Attendant (12mo.)	9883	10199	10515	10831	11147	11463
019	Buyer	11159	11600	12041	12482	12923	12264
020	Chauffer	9334	9651	9968	10285	10602	10919
021	Clerk	8179	8474	8769	9064	9359	9654
022	Clerk Chauffeur	9070	9440	9810	10180	10550	10920
024	Clerk Stenographer (Adm. Office 12 mo.)	8474	8770	9066	9362	9658	9954
026	Clerk Typist	8179	8474	8769	9064	9359	9654
027	Computer Operator	11202	11645	12088	12531	12974	13417
028	Console Operator	10963	10906	11349	11792	12235	12678
030	Board Chauffeur	9334	9651	9968	10285	10602	10919
031	Data Control Clerk	9752	10258	10764	11270	11776	12282
035	Dental Assistant (10 mo.)	10094	10516	10938	11360	11782	12204
140	Expeditor	9566	9830	10094	10358	10622	10881
043	Head Clerk	10671	11041	11411	11781	12151	12521

SALARY SCHEDULE FOR - 1980

CODE#	TITLE	1	2	3	4	5	6
044	Head Account Clerk	11370	11813	12256	12699	13142	13585
046	Jr. Visual Aid Technician	8596	8965	9334	9703	10072	10441
047	Keypunch Operator	8564	8986	9408	9830	10252	10674
049	Laborer	9350	9666	9982	10298	10614	10930
053	Inventory Control Clerk						
054	Medical Lab Technician	10094	10516	10938	11360	11782	12204
055	Nurses Aide	8459	8817	9175	9533	9891	10249
057	Principal Acct. Clerk	9967	10336	10705	11074	11443	11812
058	Principal Clerk	9967	10336	10705	11074	11443	11812
059	Principal Clerk Bookkeeper	10421	10864	11307	11750	12193	12636
060	Principal Clerk Stenographer	9967	10336	10705	11074	11443	11812
061	Programmer	13000	13600	14200	14800	15400	16000
064	Radio Operator Technician	10147	10653	11159	11665	12171	12677
065	Bilingual Clerk Typist	8179	8474	8769	9064	9359	9654
069	School Security Guard	9883	10199	10515	10831	11147	11463
070	Senior Art Preparatory Clerk						
071	Senior Bookkeeping Machine Operator						
073	Senior Clerk	8944	9313	9682	10051	10420	10789
074	Senior Clerk Typist	8596	8955	9334	9703	10072	10441
075	Senior Console Operator	12335	12757	13179	13601	14023	14445

SALARY SCHEDULE FOR - 1980

CODE#	TITLE	1	2	3	4	5	6
076	Data Entry Machine Operator	8944	9312	9682	10051	10420	10789
077	Senior Radio Technician						
079	Senior Personnel Clerk	9388	9745	10102	10459	10816	11173
081	Senior Telephone Operator						
082	Principal Personnel Clerk	10120	10154	10927	11361	11817	12295
083	Statistical Clerk	10514	10927	11361	11817	12295	12797
084	Statistical Assistant						
085	Stock Clerk	9181	9550	9919	10288	10657	11026
086	Stock Handler	9086	9455	9824	10193	10562	10931
087	Storekeeper						
095	Systems Analyst	18000	18600	19200	19800	20400	21000
100	Claims Examiner	9388	9745	10102	10459	10816	11193
101	Text Book Technician	9988	10358	10728	11098	11468	11838
102	Visual Aids Technician	9223	9593	9963	10333	10703	11073
104	Senior Clerk Bookkeeper	9967	10336	10705	11074	11443	11812
105	Senior Account Clerk	8944	9313	9682	10051	10420	10789
107	Office Appliance Operator	8179	8474	8769	9064	9359	9654
109	Senior Clerk Stenographer	8944	9313	9682	10051	10420	10789
125	Senior Claims Examiner	10120	10514	10927	11361	11817	12340
126	Senior Buyer						

SALARY SCHEDULE FOR - 1980

CODE#	TITLE	1	2	3	4	5	6
140	Terminal Operator						
145	Principal Clerk Typist	9967	10336	10705	11074	11443	11812
146	Principal Tape Librarian	13878	14459	15066	15710	16383	17098
147	Senior Data Processing Control Clerk	11835	12257	12699	13104	13504	13904
155	Equipment Repair Service Clerk	11096	11539	11982	12425	12882	13339
156	Laborer Maintenance	9350	9666	9982	10298	10614	10930
157	Senior Maintenance Repairman	10231	10547	10863	11179	11495	11811
158	Upholsterer	13140					
159	Audio Repairman						
161	Electrical Repairer	10294	10611	10928	11245	11562	11879
163	Purchasing Material Control Clerk	11370	11790	12210	12630	13050	13470
166	Auto Mechanic	11940	12312	12689	13081	13473	13865
167	Principal Office Appliance Operator						
168	Senior Office Appliance Operator	8944	9313	9682	10051	10420	10789
169	Mail Clerk	8179	8474	8769	9064	9359	9654
170	Clerk Messenger	8179	8474	8769	9064	9359	9654
171	Clerk Messenger Driver	9334	9651	9968	10285	10602	10919
180	Security Agent	10438	10795	11152	11509	11866	12223
181	School Patrol	10438	10795	11152	11509	11866	12223
190	Security Watchman	8970	9250	9530	9810	10090	10370

SALARY SCHEDULE FOR - 1980

CODE#	TITLE	1	2	3	4	5	6
191	Guard Public Property	8970	9250	9530	9810	10090	10370
192	Communications Operator	8474	8770	9066	9362	9658	9954
206	Junior Maintenance Repairman						
215	Senior Stock Clerk	9967	10336	10705	11074	11443	11812
219	Bus Attendant (10 mo.)	8285	8547	8809	9071	9333	9595
220	Senior Account Clerk Typist	8944	9313	9682	10051	10420	10789
244	Tape Librarian	11202	11645	12088	12531	12947	13400
271	Telephone Operator	8617	8986	9355	9724	10093	10463
273	Fork Lift Operator	9740	10156	10572	10958	11404	11820
300	Custodial Worker	9113	9408	9703	9998	10293	10588
301	Custodial Worker TRPF	9113	9408	9703	9998	10293	10588
320	Senior School Security Guard	10183	10499	10815	11131	11447	11763
335	Receptionist	9048	9388	9745	10220	10614	11027
354	Personnel Clerk	8724	9048	9388	9745	10220	10614

ARTICLE XXX - PROVISIONS APPLICABLE TO BUS ATTENDANTS ONLY

Section I. Board-Association Meetings.

At the request of either party, meetings shall be scheduled between the Board and the Union in behalf of the bus attendants, to discuss matters of mutual concern in terms of the welfare of the handicapped students. No more than three (3) such meetings may be required in any school year unless the parties otherwise agree.

At least one (1) full week prior to the holding of each such meeting the Union shall meet with a duly authorized representative of the Board to review the topics to be discussed. Should the Board's representative have the authority to make a final determination in advance, of matters to be discussed, they may be determined without waiting for further action by the Board.

Section 2. Copy of Agenda

The Board shall make available to the Union one copy of the official agenda of each public Board meeting, where such agenda directly affects the School Bus Attendants or their Association, provided further that the Board has sufficient notice of the agenda to do so.

ARTICLE XXX - PROVISIONS APPLICABLE TO BUS ATTENDANTS ONLY (continued)

Section 3. School Bus Capacity.

No Newark School bus using School Bus Attendants shall carry more children than prescribed by the Newark Board of Education, which is not to exceed the total number of seats available exclusive of the driver and attendant.

Section 4. Uniforms and Essential Equipment.

Should the Board require any uniforms or other equipment to be used by the Bus Attendants in the performance of their duties, the Board shall supply and maintain these items, including the reasonable cost of laundering.

Section 5. Protection Against Civil or Criminal Action Under N.J.S.A. 18:A 16-6 and N.J.S.A. 18:a 16-6.1

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

(b) Assault and Personal Injury. In the event any criminal action instituted against a Bus Attendant for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such Bus Attendant, the Board shall reimburse the Bus Attendant for the rest of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

ARTICLE XXX - PROVISIONS APPLICABLE TO BUS ATTENDANTS ONLY (continued)

Section 6.

Bus Attendants shall be granted three (3) days non-accumulative leave annually for personal reasons, without explanation. Additional personal leave days may be granted by the Board at their discretion if the reason warrants it.

Section 7. Military Leave.

(a) Military leaves of absence without pay will be granted to a permanent Bus attendant 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 Bus Attendant will be eligible for military leave of absence if ordered to report for civilian work in the National interest under the current provisions of the Selective Service and Training Act applying to conscientious objectors.

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

Section 8. Reserve Duty. Bus Attendants called for active reserve duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for such periods.

Section 9.

Any Bus Attendant returning to full-time employment for the Board upon termination of any sick leave or any other leaves with pay, shall be returned to his previous assignment.

Section 10.

Should a Bus Attendant perform overtime work on any day beginning at 4:p.m. and should such work require that said Bus Attendant work up to or past 8:00 p.m., said Bus attendant shall be allowed one-half hour of unpaid time between 4:00 p.m. and 8: p.m. for purposes of supper time. Said Bus Attendant shall be paid up to Five Dollars (\$5.00) for purchase of a meal during such one-half hour supper time.

With the consent of the Bus Attendant involved and upon notification duly given to the Association, the scheduled hours for starting and ending the work day of a Bus Attendant may be altered, except that the length of the work day shall not be changed and the hours of the work day shall remain continuous.

ARTICLE XXX. PROVISIONS APPLICABLE TO BUS ATTENDANTS ONLY - Continued

SECTION 11. Bus Attendants

All Bus Attendants, (formerly Bus Monitors) employed in classifications or categories which do not perform on a 12 month basis shall not lose seniority recall rights, rights to bid for other positions during the period of in-activity.

SECTION 12. Bus Monitors

Employees heretofore referred to as Bus Monitors who have been employed up to the payroll period of June 30, 1975, shall be eligible to be re-employed as of September 4, 1975, in the order of seniority, and the Board shall request that the employees be made permanent by Civil Service. The Board and the Union agree to take all necessary affirmative action to effectuate this goal through and including any necessary administrative and post-administrative remedies.

ARTICLE XXXI. HEALTH AND SAFETY

SECTION 1. COMMITTEE

The Board and the Union shall appoint two members each as Health and Safety Committee. They shall meet no less than every ninety (90) days to review and recommend such action as necessary in regard to safety and sanitary working conditions. The committee members shall establish procedural guidelines.

SECTION 2. GENERAL

The Board agrees to exert every effort to provide for use of practices, materials and equipment to safe guard the Health and Safety of members of the unit.

SECTION 3. WASH UP TIME

All employers in this unit shall be given a reasonable "wash-up" time for purpose of cleaning up before leaving work each day.

SECTION 4. OFFICE TEMPERATURE

In the event that the temperature in any of the respective offices of the Board clerks drops below 60 degrees during the winter months, or rises above 85 degrees during the summer months, the Board clerks shall be re-assigned or may be excused from work that day with no loss in pay.

SECTION 5. REST PERIODS


All employees shall receive two (2) ten (10) minutes rest periods per shift.

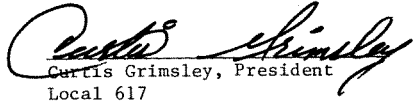
SECTION 6. LOCKER AND SHOWER FACILITIES

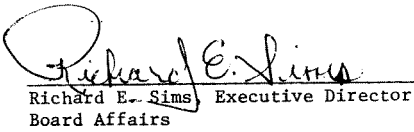
The Board agrees to provide employees with locker facilities. Shower facilities shall be provided where available.

ARTICLE XXXII. DURATION

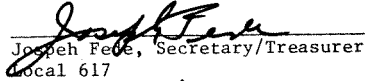
This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of March 1, 1978 and shall continue to remain in full force and effect until February 28, 1981 ATTESTED to as of July 14, 1978.

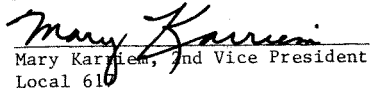

Carl Sharif, President
Newark Board of Education


Curtis Grimsley, President
Local 617


Richard E. Sims, Executive Director
Board Affairs


John Johnson, Vice President
Local 617


Joseph Fede, Secretary/Treasurer
Local 617


Mary Karyien, 2nd Vice President
Local 617

NOTES