

**MEMORANDUM OF AGREEMENT BETWEEN**

**NEWARK PUBLIC SCHOOLS**

**and the**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 68**

The undersigned bargaining representatives of the Newark Public Schools ("NPS" or "District") and Local 68, International Union of Operating Engineers, agree to recommend the following to their respective sides for ratification. The following is subject to ratification by the membership of Local 68 and approval by the State-appointed Superintendent of Schools. All bargaining proposals that are not included herein are withdrawn. All provisions of the 2011-2013 Collective Bargaining Agreement and 2013 – 2015 Memorandum of Agreement that are not modified herein will be included in the successor agreement.

**I. FINANCIAL COMMITMENT FROM NPS:**

Subject to the agreement on the other material terms contained herein, NPS agrees to fund the following items:

- A. 2015-16 FY: Effective July 1, 2015, permanent and provisional full-time employees in the Local 68 Bargaining Unit and on the NPS payroll as of the date on which the Memorandum of Agreement has been signed by all parties (hereinafter referred to as the "execution date") shall advance one step on the salary guide. Employees on Tier I who are on the tenth step (maximum step) shall receive a \$1,100 increase (on base and pensionable). Employees on Tier II who are on the sixth step (maximum step) shall receive an \$850 increase (on base and pensionable).
- B. 2016-17 FY: Effective July 1, 2016, permanent and provisional full-time employees in the Local 68 Bargaining Unit and on the NPS payroll as of the execution date shall advance one step on the salary guide. Employees on Tier I who are on the tenth step (maximum step) shall receive a \$1,100 increase (on base and pensionable). Employees on Tier II who are on the sixth step (maximum step) shall receive an \$850 increase (on base and pensionable).
- C. 2017-18 FY: Effective July 1, 2017, permanent and provisional full-time employees in the Local 68 Bargaining Unit and on the NPS payroll as of the execution date shall advance one step on the salary guide. Employees on Tier I who are on the tenth step (maximum step) shall receive a \$1,100 increase (on base and pensionable). Employees on Tier II who are on the sixth step (maximum step) shall receive an \$850 increase (on base and pensionable).

- D. 2018-19 FY: Effective July 1, 2017, permanent and provisional full-time employees in the Local 68 Bargaining Unit and on the NPS payroll as of the execution date shall advance one step on the salary guide. Employees on Tier I who are on the tenth step (maximum step) shall receive \$1,100 (on base and pensionable) in addition to the tenth step. Employees on Tier II who are on the sixth step (maximum step) shall receive an \$850 increase (on base and pensionable).
- E. Eligible employees will advance on the longevity steps effective July 1, 2016. No retro longevity will be paid.

## **II. CONTRACT MODIFICATIONS**

### **1. Article IX, Work Week, Section 1.B.1, Work Week**

**Revise to read as follows:**

“The Tuesday through Saturday work schedule will be staffed by volunteers and/or employees who are hired on or after July 1, 2008.”

### **2. Article IX, Work Week, Section 3, Overtime**

**Delete the following paragraph:**

“Overtime shall be defined as extra work performed by a member of the unit over and above the regular work hours which prevail at the time of ratification of this agreement, or at any time during a designated holiday, Saturday or Sunday.”

**Add the following language:**

“All employees who are assigned and approved to work in excess of forty (40) hours worked per week shall be paid at the rate of time and one-half for hours worked beyond forty (40) hours based on their current rate of pay. Personal days, holidays, and vacation days shall count as time worked for purposes of calculating overtime. Sick days shall not count as time worked.

Worked performed for snow removal, emergency call-ins, and boiler checks on days when the Central Administration Office is open or when there is a delayed opening shall be paid at straight time until the employee has reached forty (40) hours of work.

Any employee who is absent due to AWOL, exhausted sick time, or suspension shall be ineligible for overtime for two (2) future pay periods within the next six (6) pay periods following the offending absence.”

**3. Article IX, Section 6 – Home Telephone Numbers**

**Modify as follows:**

“Cellular or Home Telephone Numbers:

All bargaining unit members shall be required to provide their cellular and/or home telephone number to the Office of Facilities. Bargaining unit members shall be required to notify the Office of Facilities of any change in cellular or home telephone number within forty-eight (48) hours of said change.”

**4. Article X, Holiday Schedule, Section 1-4**

**DELETE: Sections 1-4 and replace with the following language:**

“It is mutually agreed by the Newark Public Schools and I.U.O.E. that the number of holidays shall be seventeen (17). The official holiday schedule shall be made available after the Newark Public Schools has adopted same.”

\*Note: Section 5 shall become Section 2.

**5. Article XI, Vacation, Section 6**

Employees hired or appointed from Civil Service List on or after July 1, 2016 shall earn vacation days as follows:

After attaining over:	Days
One (1) year of service	12 vacation days
Eight (8) years of service	13 vacation days
Ten (10) years of service	15 vacation days
Seventeen (17) years of service	20 vacation days

6. **Article XII, Fringe Benefits**

Delete Sections 1 through 5 and replace with the following language:

**Section 1**

“The Newark Public Schools agrees to make available to all employees in the unit a program of hospitalization, medical-surgical benefits, major medical insurance and prescription insurance. Such a program shall, for the duration of this agreement, not be reduced in terms of such benefits as are available through the Health Benefits Provider. The available program shall cover up to full family protection for each employee based on the family and marital status. Dependents shall include children up to the age required by Federal and/or State law.”

7. **Article XII, Section 2 - New Members**

**Modify to read as follows:**

“New employees will not be eligible for any benefits under this section until they have completed sixty (60) calendar days, and have submitted all the necessary application forms for such benefits. The Newark Public Schools shall not be responsible for coverage for any employee who has not submitted the proper application and verification forms for such benefit.”

8. **Article XII, Section 3**

**Modify to read as follows:**

“The Newark Public Schools agrees to provide a vision and dental plan that is equal to or better than the plan currently in place.

Co-payment for the prescription drug plan shall be maintained at the current rate.”

9. **Article XII, Section 4**

Delete and replace with the following language:

“Employees shall contribute toward the cost of medical and prescription insurance as required by Chapter 78 of the laws of 2011.”

10. Article XIV, Wages, Longevity

**Delete reference to longevity and revise as follows:**

“For employees currently receiving longevity, longevity shall be frozen at the amount currently earned by the employee as of June 30, 2016, and there shall be no further longevity advancement. Employees who would have earned a longevity step between July 1, 2011 and June 30, 2016, will be advanced to the appropriate longevity step effective July 1, 2016, with no retro longevity payment for the period prior to July 1, 2016. Employees who have not yet earned longevity as of June 30, 2016 shall not be entitled to any longevity. Employees hired, promoted, demoted or appointed from the Civil Service List, on or after June 30, 2016 shall not be eligible for longevity.”

11. Article XIV, Section A

**Modify heading for Tier II salary guide as follows:**

**CUSTODIAN SALARY GUIDE FOR EMPLOYEES HIRED, PROMOTED,  
DEMOTED OR APPOINTED AFTER SEPTEMBER 1, 2008 (TIER II)**

12. Article XIV, Section C

**Add the following language:**

“Employees hired, promoted, demoted or appointed from the Civil Service List on or after September 1, 2008, shall be hired and paid on the Tier II salary scale.”

13. Article XV – License

**Delete Sections 1 and 2 and replace with the following language:**

“Only a Black Seal-Low Pressure License is required to perform the duties of a Senior Custodian or Custodian. It shall be the sole responsibility of the employee to maintain his current license; and to submit a copy of renewed license to the Director of Facilities and a copy to the Division of Human Resource Services prior to the expiration date of the old license. Failure to maintain license at a current status shall result in a request for immediate disciplinary action. A copy of said license and certificate must be clearly displayed in the boiler room behind glass at all times.

Effective July 1, 2016, employees who received the license stipend during the 2015-16 fiscal year will continue to receive the license stipend until the end of this Agreement. Upon the expiration of this Agreement on June 30, 2019, there shall be no further payments of the license stipend to any employee.”

14. **Article XVI, Absences and Leaves, Section 7 - Sick Leave Buy Back**

Add a paragraph "C" with the following language:

"Supplemental compensation at retirement shall be in accordance with the law and requirements of P.L. 2010, Chapter 3."

15. **Article XVI, Section 8 Attendance Incentive**

Delete Section 8 in its entirety. This deletion shall be applied retroactively, effective as of July 1, 2013.

"Individual employees may elect to cash in sick leave on an annual basis provided the employee has used five (5) or less sick days during the year. The employee could cash in up to five (5) days at \$150 per day."

16. **Article XIX, Promotions and New Position, Section 1**

Modify paragraph 2 "Job Posting and Transfers," to read as follows:

"All Senior Custodians and Custodians permanent positions that become open shall be posted online and a copy sent to the union."

17. **Article XIX, Promotions and New Positions, Section 1**

Delete paragraph 3 in its entirety:

"Notice of all openings shall be sent to the Custodian at each location."

18. **Article XIX, Promotions and New Positions, Section 3**

Modify Section 3 to read as follows:

"Any custodian temporarily assigned to work in a classification, which is higher than the job classification in which they are presently employed, shall be paid on the appropriate salary scale. (e.g. If you are an employee with your regular base salary on Tier I and are asked to work in a higher title, you will be paid the salary differential at the Tier I salary. If your regular base salary is on Tier II, you will be paid the salary differential on Tier II.)

Effective July 1, 2008, qualification for this pay shall be based on filling the absence for five (5) consecutive work days. The higher rate of pay shall be retroactive to the first work day."

19. Article XIX, Promotions and New Positions, Section 4

**Add a Section 4 to read as follows:**

“When an employee is promoted from another union into Local 68, said employee shall be placed on the nearest step on the new salary guide with an increase of no less than one thousand dollars (\$1,000).”

20. Article XXIII – Suspension and Disciplinary Action

**Modify to read as follows:**

All disciplinary action shall be progressive and based on the principles of just cause. The steps in the disciplinary process shall be:

1. Verbal Warning
2. Written reprimand is given, and a copy of such reprimand must be given simultaneously to the Union office.
3. Suspension without pay or fine.
4. Discharge.

The above may be bypassed depending on the nature of the act, including but not limited to, arrest, indictment of a criminal offense, conviction of any criminal act or offense, conduct unbecoming a public employee, AWOL (as defined per N.J.A.C. 4A:3-6.2(b)), disorderly or conduct; disqualification from employment per the NJDOE Criminal History Review Unit.

If the Newark Public Schools or an authorized agent of the Newark Public Schools has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, or the public. A member of the unit who receives a verbal or written administrative order to report to the Division of Human Resource Services, a supervisor or other administrative officer on a matter involving discipline, may be accompanied by a representative of the I.U.O.E. at the employee's request. An employee has no right to a Union representative at a meeting if the meeting is merely for the purpose of conveying work instructions, training, communicating needed corrections in the employee's work techniques, or if the employee is assured by the employer prior to the meeting that no discipline can result from the meeting.

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 a representative.

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/she may be accompanied by a representative of the I.U.O.E. who shall be permitted to represent him/her at any such hearing.

**DELETE:** List of offenses and penalties.

## **21. ARTICLE XXIV – TRANSFERS, Section 1 – Transfers or Assignments**

**Modify paragraph A to read as follows:**

“Employees of this Unit who wish to make application for transfer or assignment to any existing vacancies, shall submit such application in writing between May 1 and June 30 each year to the appropriate Newark Public Schools office, and such application shall include in the order of preference; the school or location wherein the employee wishes to be transferred.”

**Modify paragraph B to read as follows:**

“Any selection to fill an existing vacancy by those employees requesting transfer shall be based on permanency, consideration of seniority, qualification, personal preference, and shall not be incompatible with the welfare of the children and the community.”

**Delete paragraph C in its entirety:**

“A written response to a transfer request, to any posted vacancy, will be made to the applicant within fifteen (15) days of permanently filling the vacancy.”

## **22. ARTICLE XXV – Employee Performance Evaluations**

**Delete paragraphs A through E and replace with the following:**

“NPS and Local 68 are committed to an evaluation system that coaches, supports and holds employees accountable for progress.

A. New Evaluation System



1. Newark Public Schools will develop and implement a new evaluation system for members of this unit. The district will seek input from the union in the development of a new evaluation tool (framework). The district shall retain management prerogative over the development and establishment of the evaluation tool (framework) and system.
  2. Employees will receive an annual summative evaluation rating that designates them as (i) highly effective, (ii) effective, (iii) partially effective, or (iv) ineffective.
  3. Employees shall receive a mid-year evaluation and an annual evaluation. Employees who receive a partially effective or ineffective rating will be placed on a corrective action plan (CAP). The CAP will be developed in consultation with the employee and the building principal or his/her designee, and the Director of Facilities Operations or his/her designee. The employee and his or her supervisor shall meet to discuss the corrective action plan within 15 work days following receipt of the evaluation.
  4. Employees will have the opportunity to appeal his/her evaluation. The appeal must be submitted by the employee to the Talent Office within 20 calendar days of receiving the annual evaluation. The employee must submit a written rebuttal together with evidence supporting his/her appeal.
  5. Appeals shall be reviewed and considered by a panel which shall be comprised of members from the district's Talent Office including Labor/Employee Relations Office, Employee Services, Facilities Office and/or Security Operations Office. The panel will convene as necessary to review appeals and will provide decisions on appeals by December 30th. Decisions on ratings or appeals shall not be grievable.
- B. Performance Pay: There shall be movement on steps and increase in salary only by effective performance (unless the district has not evaluated the employee during the year immediately preceding the step or pay increase):
1. Only employees who receive a highly effective, effective or partially effective rating will be entitled to move up one step on the salary guide and receive an adjustment on the salary guide (unless as described in number three below).
  2. Employees who receive an ineffective rating will not move a step or receive a salary adjustment. The employee will remain at their current salary/step.
  3. Employees who receive two (2) consecutive partially effective ratings shall remain on their salary step and may not be moved a step or receive a salary adjustment.
  4. This section shall not be grievable but is subject to the appeal process set forth in Article A. 4 and 5 above.
- C. NPS agrees to continue its policy of treating personnel files confidential.

23. Article XXVII, Miscellaneous, Section 4 –Availability of Contract

**Modify to read as follows:**

“Within ninety (90) days after the signing of this Agreement by the parties, the Newark Public Schools shall post a fully executed copy of the Contract on its website. The Union shall download and print the Contract posted on the NPS website and supply every member, covered under this agreement with a copy of said Contract.”

24. Article XXIX, Supervision

**Delete the last paragraph of Article XXIX which reads as follows:**

“All other management employees including department heads of other divisions in the Facility and Service Operations shall communicate through the Director of Quality Control, and shall not direct, supervise or evaluate members of the bargaining unit.”

25. Article XXXIII, Duration


July 1, 2015 to June 30, 2019

The Newark Public Schools reserves the right to make additional bargaining proposals during the negotiation process.

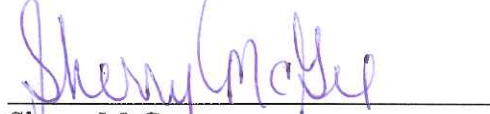
**NOTE**

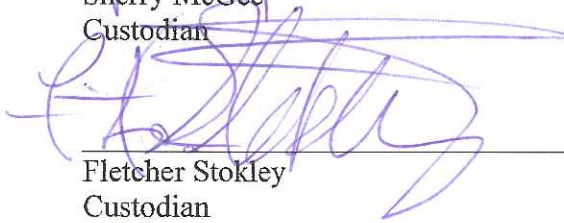
- Global Change: Replace all occurrences of Director of Quality Control in the CBA with Executive Director of Facilities.
- Replace Office of Quality Control with Office of Facilities.

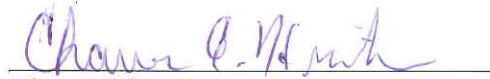
FOR LOCAL 68 IUOE

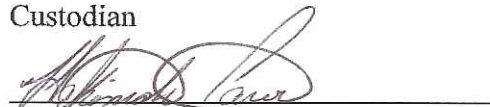
  
Salvatore Costanza  
Local 68 Business Agent

  
Wayne Clark  
Senior Custodian

  
Sherry McGee  
Custodian

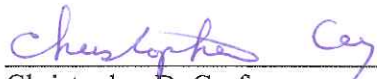
  
Fletcher Stokley  
Custodian


  
Chawn Hinton  
Custodian


  
Hakimah Tarver  
Senior Custodian

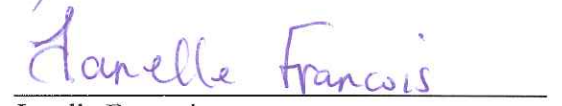
Date: 12/5/16


FOR THE NEWARK PUBLIC SCHOOLS

  
Christopher D. Cerf  
State District Superintendent

  
Laurette K. Asante, Esq.  
Exec. Director of Labor/Employee Relations

  
Ray Cassetta  
Labor Consultant

  
Janelle Francois  
Senior Manager, Labor Relations

  
Keith Barton  
Executive Managing Director of Operations

Date: 12/9/16