

MEMORANDUM OF AGREEMENT

BETWEEN

NEWARK PUBLIC SCHOOLS

And

LOCAL 3, LAUNDRY, DISTRIBUTION AND FOOD SERVICE JOINT BOARD

MARCH 20, 2018

The undersigned bargaining representatives for the Newark Public Schools ("NPS" or "District") and Local 3, Laundry, Distribution and Food Service Joint Board ("Local 3"), agree to present the following terms and conditions in this Memorandum of Agreement ("MOA") to their respective sides for ratification. The following is subject to ratification by the membership of Local 3 Union and approval by the Superintendent and the Board of Education. All bargaining proposals that are not included herein are withdrawn. All provisions of the March 1, 2013, to February 29, 2016, Agreement that are not modified herein will be included in the successor agreement.

1. Article I, "Recognition"

Modify to include the bolded language below:

245	Per diem cashier/food service worker	260	Senior Cook 8 hours
249	Stock Clerk	260	TR 2 Senior Cook 8 hours
251	Food Service Worker 2	261	TR 1 Cook 8 hours
252	Cashier/Food Service Worker 2	282	Cashier/Food Service Worker and Cashier
253	Food Service Worker 7 hours	293	Senior Food Service Worker
255	Sr. Food Service Worker 2	779	Cook-Summer
778	Cashier/Food Service Worker-Summer	291	Sr. Food Service Worker Summer

2. Article I, "Recognition" Section 3

Modify to read as follows:

"The Newark Public Schools shall print ~~500~~ **three hundred (300)** copies of the Agreement which shall be made available to the Union within ~~sixty (60) days~~ **ninety (90) days** after the signing of the agreement. The Newark Public Schools and Local 3 shall equally share the costs of printing."

3. Article II, Membership, Add a "Section 8" with the following language:

"Effective February 1, 2018, the Union will be notified, in advance, of the date on which new employees will be "on-boarded." The Union will have the right, upon advanced notice to Benefits Services, to have a representative at the "on-boarding" meeting. The Union representative will be given time at the end of the "on-boarding" meeting to address new employees who will be represented by the Union. The District shall provide the Union with a list of new hires, including name, phone number, if available, and address, within 10 days of the employee's start date."

4. Article IV, "Grievance Procedure"

Move the language contained in Section 3 to Section 1

5. Article VII, "Transfer" Section 6

Delete and replace with the following language:

"Vacancies will be posted on the NPS website and the Union will be notified of the posting."

6. Article VIII, "Leave of Absence," Section 6

Change the title to "Child Rearing Leave."

7. Article IX, "Probationary Period"

Delete Section 4

8. Article X, "Work Week" Section 2

At the second paragraph modify "food service worker" to "employee."

9. Article XI, "Overtime" Section 9

Delete Paragraph D in its entirety.

10. Article XII, "Union Activities"

Modify titles to Labor Relations and Food Services

11. Article XIII "Fringe Benefits," revise as set forth below

Section 1

~~The Newark Public Schools agrees to make available to all employees, who regularly work four (4) hours or more per day, 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, be the State Health Benefits Program. The program shall cover up to full family protection for each employee based on family and marital status.~~

The Newark Public Schools agrees to make available to employees in the unit, a program of hospitalization, medical-surgical benefits, medical-surgical and major medical insurance, prescription, dental and vision insurance up to full family protection for each employee based on family and marital status. Dependents shall include children up to the age required by Federal and/or State law. Employees shall contribute toward the cost of medical insurance as required by Chapter 78 of the laws of 2011."

Effective May 1, 2018, or as soon thereafter as possible, the prescription insurance co-pays for all eligible Local 3 members shall be \$0.00 for generic drugs and \$20.00 for brand name drugs.

Effective May 1, 2018, or as soon thereafter as possible, a Local 3 members in NPS PPO10, NPS PPO15, AND NPS PPO15/25 health insurance plans shall be moved into the NPS PPO 20/20 health benefits plan.

There shall be no reduction in health benefits beyond the specifications set forth herein for the duration of the contract."

Ten (10) month employees shall be eligible for all fringe benefits, insurance, etc., during the period of July and August at no additional cost to the employee. ~~period of their seasonal layoff at no cost to the employee summer months (July/August).~~

~~Effective October 2011, or as soon thereafter as possible, the employee's premium contribution will be the amount required by Chapter 78 of the laws of 2011. The contributions shall be made through payroll deductions during the months of September through June.~~

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.~~

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.

Section 3

The Newark Public Schools will make available life insurance to cover provisional employees. The cost of the premiums shall be borne by the employee.

Section 4

The Newark Public Schools will provide the employees covered by the Local 3 bargaining unit, and pay in full for the benefits of vision care and dental care up to full family. Newark Public Schools shall also provide temporary disability insurance for the employee to the extent that such is provided as of May 1, 2018.

These payments will be made by The Newark Public Schools semiannually based upon the actual number of bargaining unit employees on record.

Section 5

A. The Newark Public Schools may select administrator(s) to provide prescription drug benefits and the benefits described in Section 4 above. Said providers shall be required to submit monthly reports to the Newark Public Schools and the Union. All monies not expended in any particular year shall remain in a separate escrow account and shall be designated to raise the level of any one, combination of, or all of the benefits described.

B. The Newark Public Schools will select administrators who will maintain the quality of service that meets the needs of all union employees.

C. The Union will be involved in the selection process.

D. The provisions in sections 4 and 5 shall not supersede any practices in effect at the time of ratification of the contract and shall continue for the duration of the contract.

12. Article XV Uniforms, Paragraph 3

MODIFY as follows:

“All cafeteria employees shall be required to wear a complete uniform *and shall not wear any jewelry (with the exception of a wedding band) or nail polish* during their regularly assigned work hours.”

13. Article XVI, “Salaries”

Section 1A

Delete the existing language and replace with the following language:

Tier 1 Salary Guides:

- Effective March 1, 2018, all active permanent employees hired before July 1, 1998 (Tier 1 Employees) who are on the payroll and in the Local 3 bargaining unit as of the date of this Memorandum of Agreement shall be paid a one-time non-pensionable lump sum payment of eight hundred dollars (\$800) less any applicable deductions e.g. taxes.
- Effective March 1, 2018, five hundred dollars (\$500) will be added to each step of the salary guides.
- Effective July 1, 2018, one thousand dollars (\$1,000) will be added to each step of the salary guides.
- Effective July 1, 2019, eight hundred dollars (\$800) will be added to each step of the salary guides.
- Effective upon the signing of this agreement the delayed step advancement through the salary guides will be implemented.

Tier 2 Hourly Rates:

- Effective March 1, 2018, all hourly cashier/food service workers in job code 251 and 252 shall receive a pay increase by \$3.90 per hour to \$14.00.
- Effective September 1, 2018, they shall receive an hourly wage increase of \$0.50 per hour to \$14.50.

- Effective September 1, 2019, they shall receive an hourly wage increase of \$0.50 per hour to \$15.00.

All other hourly rate employees hired on or after July 1, 1998, shall be paid as follows:

Hourly Rate

<u>Job Code</u>	<u>Title</u>	<u>Current Rate</u>	<u>3/1/2018</u>	<u>9/1/2018</u>	<u>9/1/2019</u>
260	Senior Cook 2	\$ 14.40	\$ 18.30	\$ 18.80	\$ 19.30
261	Cook 2	\$ 13.65	\$ 17.55	\$ 18.05	\$ 18.55
255	Senior Food Service Worker 2	\$ 10.65	\$ 15.05	\$ 15.55	\$ 16.05
252	Cashier/Food Service Worker 2	\$ 10.10	\$ 14.00	\$ 14.50	\$ 15.00
251	Food Service Worker	\$ 10.10	\$ 14.00	\$ 14.50	\$ 15.00
249	Stock Clerk Cafeteria	\$ 13.25	\$ 17.15	\$ 17.65	\$ 18.15

Section 1B

The hourly rate for summer work effective July 1, 2018 shall be:

Title	Hourly Rate
Food Service Worker/Cashier Food Service Worker (summer)	\$ 11.25

Summer work is included in the annual work year for Cooks, Senior Cooks, Stock Clerks and Senior Food Service Workers. Refer to Article X, Section 3.

Section 2 - Per Diem Rates

The Newark Public Schools and Workers United Local 3 agree that the per-diem rates shall be:

3/1/2018 - \$12.50 9/1/2018 - \$12.75 9/1/2019 - \$13.00

DELETE Sections 4 and 7

14. Article XXI, Evaluation

At Section 4, Work Rules for Per Diems, paragraph 5, correct "clear white" to "clean"

15. Article XXIII, Posting, Section 1

Modify to read as follows:

"Notice of job openings shall be posted on the NPS website and the Union shall be notified."

16. Article XXIII, Posting, Section 3

Modify to read as follows:

"The District shall post notice of all New Jersey Department of Personnel examination announcements concerning job vacancies to be filled in the school system not later than fifteen (15) days prior to the closing date for filing application. Such notice shall be posted on the District website and the Union shall be notified."

17. Article XXV, Matters Not Covered, Section 1

Delete the third paragraph beginning "Negotiations regarding changes in"

18. Article XXV, Matters Not Covered, Section 3

Delete the section in its entirety.

19. Article XXVII, Disciplinary Actions, Section 2

Change the name from "Human Resource Services" to "Office of Employee Services."

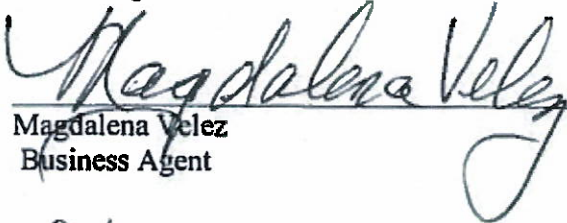
20. Article XXX, Duration


Modify to read as follows:

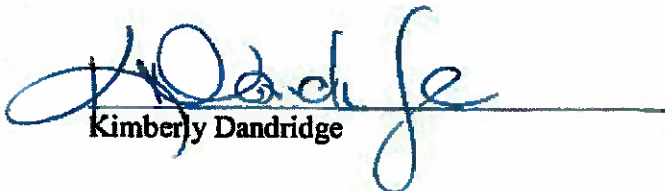
"This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of March 1, 2016, and shall continue in full force and effect until June 30, 2020.

LAUNDRY, DISTRIBUTION & FOOD
SERVICE JOINT BOARD, WORKERS
UNITED LOCAL 3



Megan Chambers
Co-Manager


Magdalena Velez
Business Agent


Dorothy Sheppard
Vice President


Kimberly Dandridge


Norheena Thomas



Doreen Hamlet

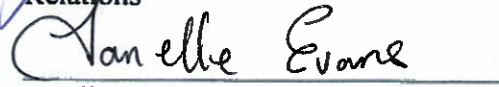

Hallie Torian

Date: 5/11/2018

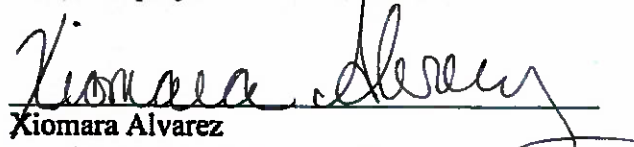
FOR THE NEWARK PUBLIC SCHOOLS


A. Robert Gregory
Interim Superintendent


JoAnne Y. Watson
Executive Director, Labor and Employee
Relations



Janelle Evans
Senior Manager, Labor and Employee
Relations


Raymond A. Cassetta
Labor/Employee Relations Consultant


Xiomara Alvarez
Legal Associate, Labor and Employee
Relations


Dr. Tanya McGill
Executive Director, Food Services


Elayier Pickett
Senior Coordinator, Food Services


Jayson Shaw
Senior Coordinator, Food Services

Date: 5/11/18