

MEMORANDUM OF AGREEMENT
-between-
NEWARK PUBLIC SCHOOLS
-and -
LOCAL 617, SEIU

The undersigned bargaining representatives of the State-Operated School District of City of Newark (hereinafter "District" or "NPS") and Local 617, Service Employees International Union (hereinafter "Local 617 or Union") agree to recommend to their respective sides, the following terms and conditions for a new Collective Bargaining Agreement. The following is subject to ratification by the Local 617 membership and to approval by the State-Appointed Superintendent and the State Commissioner of Education. This agreement is in effect until June 30, 2016. All provisions contained in the March 1, 2010 to February 28, 2013 Collective Bargaining Agreement not referenced or modified herein will be included in the successor agreement. All proposals not referenced in this Memorandum of Agreement shall be considered withdrawn.

I. CONTRACT TERM

March 1, 2013 to June 30, 2016

II. WORK DAY/WORK WEEK – This substantive Article (Article VIII), is deleted and replaced with the attached Addendum "A". Addendum "A" reflects the parties agreement on:

1. Flexibility: Ability to change employees' starting time and shifts.
2. Consolidation of duplicate provisions.
3. Clarifying overtime.

III. FINANCIAL COMMITMENT FROM NPS:

Subject to the agreement on the other material terms contained herein, financial commitment to fund the following items:

- A. One-time non-pensionable payment of \$1,600 to each full-time permanent and provisional employee. To be eligible, the employee must have been on payroll as of March 1, 2014 and worked between March 1, 2012 and February 28, 2014 with the amount prorated if the employee was hired after March 1, 2012. The qualified employees will be eligible for the \$1,600 one-time non-pensionable payment less any month on an unpaid leave in excess of fifteen (15) work days. The monthly amount shall be \$66.67.
- B. 2014-15: eligible employees shall be advanced one step on the salary guides with an additional 2.5% added to the salary guides for that year.
- C. 2015-16: eligible employees are again advanced one step on the salary guides with an additional 2.5% added to the salary guides.

- D. 2015-16: eligible employees will be moved on the longevity steps effective July 1, 2015. (See Article XXIX, Longevity regarding who is eligible for longevity.) No retro longevity will be paid.
- E. Per-diem rates shall be increased by \$1 per hour effective July 1, 2015.

ARTICLE IX, HOLIDAY SCHEDULE

Section 1

Modify section as follows:

It is mutually agreed by the Newark Public Schools and Local 617 that the number of holidays shall be seventeen (17). Prior to adoption of the Newark Public Schools calendar, the Union will be notified and given an opportunity to review said schedule to ensure inclusion of all 17 holidays

Section 5

DELETE - Election Day

ADD – A holiday to be determined annually.

ARTICLE X, VACATIONS

Modify section as follows:

Employees hired on or after July 1, 2015, shall earn vacation days as follows:

After attaining over:

| | |
|---------------------------------|------------------|
| 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 |

ARTICLE XI, FRINGE BENEFITS

DELETE: Sections 1 through 5 and REPLACE as follows:

Section 1

The Newark Public Schools agrees to make available to all employees in the unit a program of hospitalization, medical-surgical benefits, and 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 School Employees Health Benefits Program*. 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.

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

Section 2 - New Members

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

- A. Modify section as follows: Delete podiatry coverage
- B. Modify section as follows: Delete semiannually and replace with monthly.

All other provisions under Section 3 remain.

Section 4

Modify section as follows:

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

Section 5, Selection of Benefits Administrator

Delete this section.

ARTICLE XVII, PROMOTIONS AND NEW POSITIONS

Section 1

Modify section as follows:

Notice of all openings shall be posted online.

ARTICLE XX, SUSPENSIONS AND DISCIPLINARY ACTION

Section 2

Modify section 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 conduct; disqualification from employment per the NJDOE Criminal History Review Unit.

Section 3

ADD: Add at the end of current paragraph:

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.

Section 6

Modify section as follows:

In the event, an employee is given an immediate suspension, he/she must have a hearing within ten (10) days of his/her suspension except in cases where he/she has been charged or arrested for a criminal offense or where the district has been notified by the New Jersey Department of Education that he/she has a disqualifying offense. In the event of the exception noted in this paragraph, the employee will be afforded a hearing after NPS confirms disposition/dismissal of the criminal offense or disqualifying offense.

ARTICLE XXI – TRANSFERS

Section 1

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

Section 3, Involuntary Transfers

Delete Section 3

ARTICLE XXII, UNION STEWARDS

Section 2 – Visitation Rights

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 main office must be notified that the representative is in the building. The union representative shall not interfere with the employee's work.

ARTICLE XXIII, EMPLOYEE PERFORMANCE EVALUATION

DELETE: Sections 1, 2 3

ADD NEW SECTION:

NPS and Local 617 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 may receive a mid-year evaluation and will receive an annual evaluation. Employees who receive a partially effective or ineffective rating will be placed on a corrective action plan (CAP). 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 make every effort to 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 or effective rating will be entitled to move up one step on the salary guide and receive an adjustment on the salary guide.

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 a partially effective rating may remain on their salary step and may not be moved a step or receive a salary adjustment. The decision on whether or not the employee remains on his/her current step shall be at the discretion of the Superintendent.
4. This section shall not be grievable but is subject to the appeal process set forth in Article A. 4 and 5 above.

ARTICLE XXV, MISCELLANEOUS

Section 3 – Light Duty – Delete this section.

Section 4 –Availability of Contract

Within sixty (60) days after the signing of this Agreement by the parties, the Union shall procure 1,000 copies of this agreement, printed by the Newark Public Schools, cost to be shared equally between the Newark Public Schools District and the Union.

Section 5, Orientation

Delete section and Replace with:

The Union shall be granted the use of an auditorium in a school building for the purpose of conducting a general membership meeting. Such use shall be granted provided use of the facility does not conflict with previously scheduled programs and activities. The general membership meeting must be held between the second day that ten (10) month employees return in August and the first day that teachers return.

Section 7

ADD: After good standing in first paragraph add.....

An employee must immediately report all license suspension or revocation in writing to the District.

ARTICLE XXVIII, SCHOOL BUILDING ASSIGNMENTS

Incorporate Sections 1 and 2 into Article VIII, C – Overtime.

Delete Section 3, it is obsolete.

Article XXVIII shall be deleted.

ARTICLE XXIX, LONGEVITY

SECTION 3

Modify section as follows:

ADD: Employees hired, promoted, demoted, or appointed from Civil Service List, on or after July 1, 2015 shall not be eligible for longevity.

For current employees who are receiving longevity, longevity shall be frozen at the amount currently earned by the employee. There shall be no longevity advancement or entitlement for current employees who have not yet earned longevity after July 1, 2015.

ARTICLE XXIX, ATTENDANCE INCENTIVE/SICK DAY BUY BACK

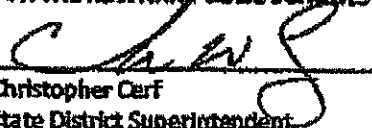
Section 1D

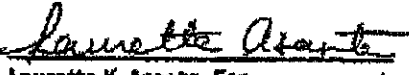
Delete this section

ARTICLE XXXIII, DURATION

March 1, 2013 to June 30, 2016

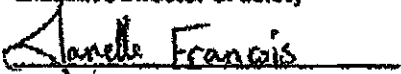
FOR THE NEWARK PUBLIC SCHOOLS


Christopher Cerf
State District Superintendent

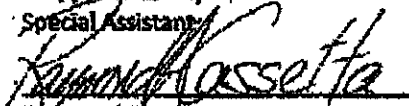

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Deborah Ore


Edward Mondesai


Ofando Martinez


Frederick Frierson

Date: 7/23/15

Date: 7/28/2015

ADDENDUM 'A'

Article VIII A - WORK WEEK

DELETE ARTICLE VIII ALL SECTIONS AND REPLACE WITH ADDENDUM A.

Section 1

- A. Except for such days as are designated as holidays within the calendar adopted by The Newark Public Schools 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.
- B. 1. The Newark Public Schools shall have the right to establish a Tuesday through Saturday work schedule for custodial workers and security guards.
2. Custodial workers who were employed as custodial workers prior to October 1, 1998, and security guards who were hired before October 1, 2004, shall not be involuntarily transferred to the Tuesday through Saturday work schedule. When Tuesday through Saturday positions are to be filled, the openings will be posted internally before the openings are posted outside the district.
3. Custodial workers and security guards on a Tuesday through Saturday schedule shall be paid a five percent (5%) schedule differential.
4. Custodial workers and security guards on the Tuesday through Saturday schedules shall have the same opportunity to work the Monday through Friday day shift that is afforded to all other custodial workers in July and August. Any custodial worker on the Tuesday through Saturday schedule who is required to change his/her work shift during the months of July and August shall retain the (5%) schedule differential for those months.

Section 2 - Senior Security Guard

All Senior Security Guards who are not regularly scheduled to work Monday through Friday shall have their schedules rotated. Senior Security Guard shall be scheduled for any five (5) days between Monday through Sunday. MOVED FROM VIII.C, SECTION 5, PARAGRAPH 2

ARTICLE VIII B - WORK DAY

Section 1

The normal work day for secretarial and clerical employees, shall be eight (8) hours including an unpaid one (1) hour lunch. The normal work day for custodial workers, laborers, lifeguards, truck drivers, mechanics, maintenance repairers, stock handlers, security guards, senior security guards shall be eight (8) hours including an unpaid one-half (1/2) hour lunch. The normal work day for bus attendants shall be four (4) hours, two (2) hours in the morning and two (2) hours in the afternoon. When additional time, in quarter hour intervals, is needed the additional time shall be offered to the bus attendants on a seniority basis.

Section 1 A

The custodial worker may be required to report to work after any snow fall including a Saturday, Sunday or holiday snow fall at the time designated by the Executive Director of Facilities or his/her designee. Failure to report for snow removal at the designated time may lead to disciplinary action.

The custodial worker shall assist the custodian and/or senior custodian with snow removal. The custodial worker shall call the designated phone number to find out the required reporting time.

Section 2 - Altering The Work Day

The scheduled hours for starting and ending the work day may be altered by the District except that the length of the work day shall not be altered and the hours of the work day shall remain continuous. The union shall receive notification of all changes to an employee's starting and ending time.

2.A. The work hours will be posted in accordance with the time limits set forth in the posting. Where there are no applicants or an insufficient number of applicants 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. The work hours will be altered not sooner than fifteen (15) work days after the employee(s) has been notified that his/her work hours or work shift will be changed.

2.B. Once an employee's work hours or shift has been voluntarily or involuntarily changed, the new shift will not alter thereafter, except as provided for in this agreement. Each employee shall receive a written copy of their work schedule. This work schedule shall include the full load. It is understood that work schedules are subject to change.

2.C. Upon written notification to the Union and the employee, scheduled hours for starting and ending the work day for employees in the Central Office may be altered by a maximum of two (2) hours except that the length of the work day shall not be altered and the hours of the work day

shall remain continuous. The new starting and ending times shall be in effect for at least six (6) months.

2.D. Reinstatement – Any employee who is reinstated to employment after a suspension of six (6) months or more, or any employee who is reinstated to employment after dismissal, shall be assigned to any available shift and location within his/her job classification. Except any employee who returns without penalty shall return to his/her former shift.

Section 3 - 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 4

Security Guards shall begin their work day not earlier than 6:00 a.m. and finish eight (8) hours after reporting time.

Section 5

Senior Security Guard shall be dispatched or assigned by the Director of Security Services or his/her designee.

Section 6

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

Section 7

All employees shall be required to attend In-service Training.

Section 8

All bargaining unit members shall be required to report their absence to their respective Supervisor not later than one half (1/2) and sub-finder not later than one (1) hour prior to their scheduled starting time.

If a bargaining unit member calls to report a later arrival, salary for that employee's work shall be deducted in accordance with time missed based upon his/her current rate of pay.

Should a bargaining unit member fail to report to their assignment one (1) hour after the official starting time that employee shall be considered absent without leave for the day and will be docked in salary for the day.

If an employee calls to report a late arrival, and arrives to their assignment one (1) hour late, no supervisor shall have the right to invoke disciplinary action against an employee by sending them home.

ARTICLE VIII C. OVERTIME

Section 1

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 one and one half (1 ½) times for hours beyond forty (40) hours based on their current rate of pay.

Section 2

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

Section 3 – Delete this section, it is redundant

Section 4

Any employee who works overtime shall be paid for the overtime within thirty (30) days from the date he/she worked overtime.

Section 5

If an employee cannot carry out a particular overtime assignment, then he/she must wait until the next open slot-in rotation order. Once an employee signs up for overtime he/she cannot withdraw his/her name to accept another overtime assignment. A turn on the overtime roster shall count as a turn without regard to the number of overtime hours worked.

Section 6 - Night Shift

In the case of an employee working on a 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 7

The selection process of seniority for overtime shall begin with the employee at the work location with the most district seniority as defined in Article XXIV, Seniority. Per diem employees' names shall be PLACED ON A SEPARATE SENIORITY ROSTER. PER DIEM employees SHALL ONLY BE ELIGIBLE FOR OVERTIME WHEN ALL permanent and provisional employees ON THE BUILDING OVERTIME ROSTER HAVE EITHER BEEN ASSIGNED OVERTIME OR DECLINED THE OVERTIME OPPORTUNITY ON A GIVEN DAY.

Every effort shall be made to cooperate with employees in the assignment of overtime, however, employees may be required to work overtime to meet the needs of the NPS.

Any employee who is absent due to AWOL, exhausted sick time, or suspension shall be ineligible for overtime for the two (2) pay periods following the pay period in which the offending absence occurs. The restriction from overtime shall not apply in cases where the exhausted sick time is for a legitimate illness or injury that has been verified by the District's medical authority.

Section 8A Preferred Overtime Roster

Overtime shall be offered to employees on the shift that is adjacent to when the overtime is required in the building or work location where the overtime is required. When all the employees, both permanent/provisional and part time, in the building or work location who work the shift adjacent to when the overtime is required, refuse the overtime, the overtime will be offered to employees who have signed up on the preferred overtime roster. Employees on the preferred overtime roster must work the overtime.

Two (2) refusals will cause the employee's names to be removed from the preferred overtime roster for six (6) months. There shall be one (1) preferred overtime roster for custodial workers and one (1) for security guards. The employees will be placed on the preferred overtime roster in seniority order and the overtime will be offered in descending order and a refusal shall count as a turn.

The list will be updated two (2) times per year. July 1st and January 1st. All employees will have a chance to submit their name for the overtime preferred roster on the 1st of July or 1st of January each fiscal year.

All newly hired employees will be given the opportunity to submit their names for the overtime-preferred roster at the time of employment.

The overtime preferred roster shall be sent to the Office of Local 617 on a monthly basis.

Section 8B--Emergency Overtime

Employees must submit a current telephone number, if available, to their supervisors in case of overtime. Any employee who does not submit a current telephone number will have no recourse to the grievance procedure when he/she is denied an overtime opportunity in cases of emergency. Emergency overtime for security guards is defined as a call for overtime that occurs within twenty-four (24) hours of the event such as but not limited to emergencies and "no permit" building use requests.

Employees will be by-passed on the overtime rotation when they are out sick for the work shift preceding the overtime.