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MEMORANDUM OF AGREEMENT

REVISED JUNE 30, 2020

The undersigned representatives of the Newark Board of Education and Local 68 IUOE agree to recommend the following to their respective sides for ratification.

The following is subject to ratification.

All bargaining proposals of both parties that are not included herein are withdrawn.

All terms of the July 1, 2015, to June 30, 2019, collective bargaining agreement that are not modified herein will be included in the successor agreement.

The salary base for this negotiation consists of sixty-four (64) Tier 1 employees and fifty-one (51) Tier 2 employees at a total cost of \$6,463,331. This base will be projected for the duration of the agreement for salary distribution purposes.

All negotiated salary step increase for 2019-2020 will be retroactive as well as the per diem increase will be retroactive from 2019-20 on all hours worked including overtime in the period of 2019-2020

**The financial provisions of this Memorandum of Agreement shall only apply to employees who meet the following criteria: (1) they are/were represented by Local 68 on June 30, 2020, and (2) the employee is active on the Newark Public Schools payroll or on an approved leave of absence on June 30, 2020.**

Article II Section 2.B Dues Deduction - In the event the dues that have been deducted from the employees' paychecks have not been received by the Union in full within forty-five (45) days from the end of the month during which the dues and/or fees were deducted the Union may by-pass the intermediate steps of the grievance procedure and file directly for arbitration.

Article II Section 3 Agency Shop – DELETE the entire section from the Agreement and replace with – The Board will adhere to the requirements of N.J.S.A. 34:13A-5.13 (a) through (h) and 5.14 (a) and (b) the Workplace Democracy Enhancement Act.

Article IV Grievance Procedures Step 2

If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned supervisor who shall respond in writing to the written grievance and who shall forward copies of his response to the I.U.O.E. and the Superintendent or designee. Grievances alleging payroll errors shall be initiated at this step with the Office of Employee and Labor Relations and relief from any payroll errors shall be

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limited to the eighteen month period immediately preceding the filing of the grievance at this step.

Article VI Section 1 – A total of five (5) Senior Custodians and/or Custodians who are members of the I.U.O.E. negotiating committee shall be granted time off from duty at full pay for all meetings between the Newark Public Schools and the I.U.O.E., for purposes of negotiating the terms of an agreement, when such meetings take place during the regular working hours of said employees.

Article VII Union Rights (NEW) Section 3 Use of Buildings - The Newark Board of Education shall, upon timely notification by the Union, in accordance with the Board permit procedures, grant the Union the use of facilities in school buildings after school hours or on in-service days for the purpose of conducting general membership meetings. Such use shall be granted provided that the use of the facilities shall not be in conflict with previously scheduled programs and activities. There shall be no cost to the Union.

Article IX Section 1.B.8 – Overtime on Sunday and Monday, when scheduled to work the Tuesday through Saturday shift provided the requirements of Section 3 of this Article are fulfilled.

Article IX Section 1.C - Section 1.C Change the numbering from C to B.9 and revise as follows. B.9 Any work performed on the employee's scheduled days off or designated holidays shall be remunerated at the rate of time and one half provided the requirements of Section 3 of this Article are fulfilled. The closing of a school for reasons of emergency or weather shall not be considered a designated holiday.

Article IX Section 3 Overtime and Article XXI – DELETE Article XXI from the Agreement and modify Article IX Section 3 as follows.

### Section 3 - Overtime

#### A. Assignments

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.

In making overtime assignments preference will be given to the employees who are assigned full-time in the building or location where the overtime will occur.

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.

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In schools where activities are conducted after normal school or work hours (athletic, outside organization, and/or NBOE trades personal or repair and construction), an employee represented by Local 68 will be required to be on duty during the period of the activity, for the full time required, and will perform necessary work required.

B. Exclusion from Overtime

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.

Any employee absent for any reason shall not be eligible to work overtime on that/those days.

C. Compensation for Overtime

All such overtime shall be calculated on the basis of time and one-half; that is the regular hourly rate of pay multiplied by one and one-half (1 1/2). Overtime payments shall be calculated to the nearest quarter hour with rounding down for seven (7) minutes and rounding up for eight (8) minutes.

All overtime hours worked during the pay period shall be paid to the bargaining unit members no later than thirty (30) days after the work is performed.

The hourly rate of pay shall be determined as follows: the annual rate of pay of the employee shall be divided by 52 and the weekly rate so obtained shall be divided by five (5) to obtain a daily rate and the daily rate shall be divided by the number of regular daily work hours which prevail at the time of the ratification of this agreement and that amount so calculated shall be the employee hourly rate.

In the case of the Senior Custodians and Custodians, if the daily work period should begin on Friday night and overlap into Saturday morning, such work period should be considered as part of the regular work week up to the eight (8) hours of work and not subject to the overtime pay requirement for Saturday.

D. Refusal of Overtime

In the event that employees in the building or location do not wish to avail themselves of the opportunity for the additional work after school hours, then and in that event selection shall be made by the Executive Director in charge of Facilities and Services Operation or his/her designee from a list of employees who have signed the "other building" overtime rotation roster for work in other buildings within the region where the overtime will occur. The "other building" overtime rotation roster shall be updated every six months, between January 1 to 5 and July 1 to 5, to allow employees to add or remove their name to/from the "other building" overtime roster. Two (2) consecutive refusals for "other building" work assignments shall automatically remove an employee's name from the "other building" overtime rotation roster. This roster shall be maintained by the Supervisor of Custodians for the region or ward.

E. Overtime Record Keeping

The day Senior Custodian or Custodian shall be responsible to maintain a building overtime rotation roster for both custodians/senior custodians assigned to the building or location. Each custodian/senior custodian shall initial and date the overtime rotation roster whenever he/she declines an extra work opportunity in the building to which he/she is assigned. The day senior custodian or senior custodians shall also be responsible for maintaining a overtime rotation roster for the custodial workers at the building or location to which he/she is assigned.

Section 4 Sub-sections 2 and 3 – reduce emergency call-in and building checks from four (4) to three (3) hours.

Article XI Vacation

Section 3

Vacations must be taken during the period from March 15<sup>th</sup> through August 15<sup>th</sup> and September 15<sup>th</sup> through October 31<sup>st</sup>. If any employee requests to take his/her vacation during another time period, he/she may be granted such vacation period with the approval of the Executive Director of Facilities.

Article XIII Uniforms Section 5 – Effective July 1, 2019, and every third year thereafter, a complete set of high quality rain gear including jacket, pants and boots shall be provided to all employees. Damaged items will be replaced as needed.

Article XIV Wages

Section A – The salary guides for all employees are attached hereto and made a part hereof.

Section D – The per diem rate shall be:

2019-20	2020-21	2021-22	2022-23	2023-24
\$22.50	\$23.00	\$23.50	\$24.00	\$24.50

Longevity

Employees who have not yet earned longevity as of June 30, 2016, shall not be entitled to any longevity. The employees who earned the twenty (20) or twenty-five (25) year longevity amount prior to June 30, 2016, shall continue to receive the longevity payment for the duration of their employment. Employees who earned the twenty (20) year longevity amount prior to June 30, 2016, shall advance to the twenty-five (25) year longevity amount (\$1,000) effective July 1, 2020, or upon completion of the twenty-five (25) year requirement at a date later than July 1, 2020. The twenty-five (25) year longevity payment shall begin on July 1<sup>st</sup> following completion of the twenty-fifth (25<sup>th</sup>) year of service. There will be no retro-active payment if the employee achieved the twenty-five (25) year requirement prior to July 1, 2020.

Article XVI Absences and Leaves Section 4.A Bereavement - Death in the immediate family or household – up to five consecutive working days immediately following the death or around the funeral date, provided that the employee submits proof of the funeral date and/or travel itinerary, where applicable, to the District.

Death in the immediate family is defined as follows: spouse, children, grandchildren, mother (stepmother, foster mother, guardian, mother-in-law), father, father-in-law, sister, brother, grandmother, grandfather or any other relative residing in the household. In the case of any other relative residing in the employee's household, the Newark Public Schools will require proof of residency. Employees absent as a result of a death in the immediate family shall submit verification of relationship. Verification shall include but not be limited to affidavit, newspaper obituary or funeral program or any other verification the Newark Public Schools deems necessary.

Article XVI Absences and Leaves Section 6 Check Pickup – DELETE the entire section from the Agreement.

Section 3 – Arrests – ADD Any employee who has been arrested shall immediately report the arrest to the Executive Director of Employee and Labor Relations. Failure to report an arrest shall be cause for disciplinary action.

Article XXXIII – Duration

This agreement shall be binding upon the parties as of July 1, 2019 and shall continue to remain in full force and effect until June 30, 2024

FOR THE NEWARK BOARD OF EDUCATION

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JoAnne K. Watson, Exec. Dir. Labor Rel.

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Raymond A. Cassetta, Labor Consultant

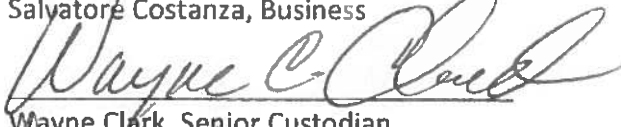
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Janelle Evans, Manager, Labor Relations

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Steven Morlino, Exec. Director Facilities

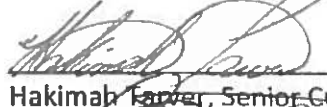
Date: \_\_\_\_\_

FOR LOCAL 68, IUOE

  
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Salvatore Costanza, Business

  
\_\_\_\_\_  
Wayne Clark, Senior Custodian

  
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Sherry McGee, Custodian

  
\_\_\_\_\_  
Hakimah Farver, Senior Custodian

  
\_\_\_\_\_  
Fletcher Stokley, Custodian

  
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Kevin Braswell, Custodian

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Kevin Braswell, Custodian