

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NEWARK BOARD OF EDUCATION**

**AND**

**LOCAL 1**

**July 1, 2021 to June 30, 2025**

**Article I, Recognition**

**Section 1**

The Newark Board of Education (the Board) hereby recognizes Local 1 (the "Union") as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for employees of the Newark Board of Education employed under the classification of School Safety Officer.

**Section 2**

Unless otherwise indicated, the term "employee" when used in this agreement refers to all persons represented by the Special Police Organization of New Jersey, Local 1 in the defined negotiating unit.

**Article II, Dues Deduction**

The Newark Public Schools shall deduct and remit monthly membership dues and other proper assessments from the earned wages and/or salaries of each Union member in the bargaining unit upon the voluntary written authorization of the employee.

Union dues shall be deducted on the first pay of each month at the rate prescribed. The Newark Public Schools will remit dues deducted from members supported by a list which reflects the name and amounts, within twenty (20) days after the first pay of each month. In the event an employee is not deducted as scheduled, such deduction will be made from the next scheduled payday.

The dues check-off report and the total monthly dues check shall be remitted to the Union.

When dues deductions are not deducted in the manner agreed upon, the Union shall notify the Newark Public Schools of said arrears, and the Newark Public Schools will take the necessary steps to recover the monies as directed by the Union.

Upon receipt of an employee's voluntary signed authorization for other deductions, The Newark Public Schools shall deduct and remit monthly, to the Union, said assessments made from the employee's earned wages and/or salary.

### **Article III, Management Rights**

#### **Section 1**

The Newark Board of Education 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, inspect, suspend, demote, and discharge or take other disciplinary action with reference to its employees as provided by law and the rules and policies of The Newark Board of Education.

#### **Section 2**

The Newark Board of Education'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.

### **Article IV, Work Day and Work Year**

Unit members will be required to work a minimum eight (8) hour shift per day, and twelve months per year. The work shift shall include a thirty (30) minute paid lunch during which the school safety officer shall remain on school property. Employees may be required to work at multiple locations on any given workday. When an employee is required to move between work locations transportation will be provided by the Board.

In the event a unit member is called away from his/her Newark Board of Education assignment by the Newark Police Department to address a non-school related incident, s/he must immediately notify his/her supervisor and Kronos out before leaving his/her NBOE assignment. The NBOE will not compensate a unit member for this time.

The Union recognizes the Board's right to assign and transfer employees. Except in emergencies or when special circumstances prevail, unit members shall be given ten (10) working days' notice of a permanent change in work hours.

Meetings of the Union membership shall not take place during regularly scheduled work hours.

### **Article V, Wages**

#### **Section 1 Wages**

Salary increases for the term of this Agreement are attached to this Agreement as Schedule A. Step progression shall occur on July 1<sup>st</sup> of each year provided the employee has been on the payroll for a minimum of one hundred and thirty-one (131) paid days in accordance with the following example.

An officer with a current salary of \$51,592 shall be placed on the 2021-22 guide at step 3 \$53,140. The school safety officer would then proceed on the guide diagonally to \$55,000 in 2022-23, then to \$59,500 in 2023-24 and then \$61,300 in 2024-25.

Upon ratification of this Agreement the the seven school safety officers listed on Schedule A shall each receive a two thousand five hundred dollars (\$2,500) non-pensionable payment. The payment shall be subject to all Federal and State taxes, union dues and any other standard payroll deductions. Upon payment of the \$2,500 to each employee this paragraph and the list shall become void.

## Section 2 Overtime

Unit members 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, vacation days and paid holidays shall count as time worked for purposes of calculating overtime. Sick days shall not count as time worked for purposes of calculating overtime.

However, in the event a unit member is authorized by his/her supervisor to process a school-related incident that requires them to work in excess of an eight (8) hour in a work day, said time shall be compensated at time and one-half provided the officer fulfills the forty (40) hour per week requirement. The unit member shall provide the Director of Safety with documentation as to when they punched-out at the police precinct.

The Director of Security and the Union President shall maintain a rotating overtime roster for overtime assignments that are away from the employee's home base. Placement on the initial roster shall be based on district seniority as a school safety-officer. When such overtime is needed the employees shall be offered the overtime opportunity in rotational order. Refusal of the overtime shall count as a turn on the roster. In the event that all employees decline the overtime opportunity the employee(s) who is(are) next on the rotational overtime roster shall be required to work the overtime. Refusal of the employee(s) who are next on the list to accept and complete the overtime assignment will subject the employee to disciplinary action unless the employee provides the Director of Security a valid reason for declining the overtime at the time the overtime is offered.

If a unit member is assigned to a location which has an event or game scheduled to occur after school hours, the unit member is required to work the additional time needed to cover the event at straight time until the officer has fulfilled the forty (40) hour per week requirement. When the starting time for an after-school event or game is not contiguous with the end of the employee's workday the employee will remain on the payroll, and on the premises, until the event or game begins.

Overtime, paid at time and a half, shall be defined as extra work performed by a member of the unit over and above forty (40) hours from Saturday through Friday. Work performed on a designated holiday shall be paid at time and a half.

If a member of the bargaining unit is required to work as a result of a "call-in" the employee shall be paid for a minimum of three (3) hours at the hourly rate multiplied by one and one-half (1-1/2). The determination of whether or not to require the employee to report in an emergency situation shall be made by the Director of Security or his/her designee. If another emergency occurs during the three (3) hours for which the employee is being paid the employee will not be eligible for another three (3) hours of pay. In the event an emergency call-in or multiple call-ins extend the employee's time on the job beyond three (3) hours the employee will be paid for all additional time at his/her overtime rate. A "call-in" assignment is any non-scheduled assignment that is given to an employee after the employee has clocked out after his/her previous working hours. A call-in is defined as an event that occurs without prior notice after the employee has completed his or her workday and left the premises or a non-scheduled event/incident on the employee's day off. Call-ins for non-scheduled events/incidents shall be assigned first to the employee at whose school the event/incident occurs and then based on the rotational overtime roster. In the event that all employees decline the overtime opportunity the employee(s) who is(are) next on the rotational overtime roster shall be required to work the overtime. Refusal of the employee(s) who are next on the list to accept and complete the overtime assignment will subject the employee to disciplinary action.

### Section 3 Lunch Breaks

All unit members shall have a paid lunch period not to exceed thirty (30) minutes each day during which the unit member shall be required to remain at his/her assigned location. The lunch period may be interrupted due to events at the work location. The lunch period shall be scheduled for each employee by the District. All unit members shall remain on Newark Board of Education's premises during their thirty (30) minute lunch period.

When a school safety officer's designated lunch period is interrupted by unforeseen activity at the employee's work location the employee shall be granted a thirty (30) minute lunch period the same day as soon as conditions at the school permit.

## Article VI, Employee Performance Evaluation

Newark Board of Education (District) will develop and implement an evaluation system for members of this unit. Unit members shall be provided with the criteria of the new evaluation framework not more than ten (10) working days of adoption.

## Article VII, Fringe Benefits

### Section 1

The Newark Board of Education agrees to make available to all employees in the unit a program of hospitalization, medical-surgical benefits, major medical insurance, a dental, vision, 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 programs 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.

## Section 2

New unit members will not be eligible for any benefits under this section until they have completed sixty (60) calendar days of employment and have submitted all the necessary application forms for such benefits. The Newark Board of Education shall not be responsible for coverage for any employee who has not submitted the proper application and verification forms for such benefit.

## Section 3

Employees shall contribute toward the cost of health insurance as required by P.L. 2011, Chapter 78.

## Article VIII, Discipline

School safety officers shall be granted all Weingarten Rights for interviews and disciplinary matters.

All disciplinary action imposed by the Newark Board of Education shall be progressive and based upon the principles of just cause. All disciplinary actions imposed by the Board shall be subject to Article XII Grievance Procedure. Disciplinary actions imposed by the City of Newark shall not be grievable but members of the bargaining unit may seek review of any disciplinary actions under applicable regulations or statutes of the City of Newark or State of New Jersey.

Progressive discipline 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, and/or disqualification from employment per the NJDOE Criminal History Review Unit. If a unit member is suspended by the Newark Police Department, the Director of Safety may, at his/her sole discretion, for a first suspension by the Newark Police Department, reassign or suspend the member from employment with the Newark Board of Education without pay for a period not to exceed ten (10) work days. If during the ten (10) work day suspension the Newark Police Department matter is resolved in the unit member's favor s/he will be reinstated without back pay. If at the end of the ten (10) work day suspension the Newark Police Department matter has not been resolved in the unit member's favor the unit member may be terminated at the sole discretion of the Director of Safety.

Any time the City of Newark disqualifies an employee from performing police duties for any reason the employee cannot work for the Board until the disqualification is resolved. Thereafter, provided the employee is restored by the City of Newark the Board may impose discipline if appropriate.

A member of the unit who receives a verbal or written administrative order to report to Human Resource Services, a supervisor or other administrative officer on a matter involving discipline, may be accompanied by a representative of the Union at the unit member's request. A unit member 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 a unit member and a representative of the employer, a matter should arise which would lead to a question of discipline, the unit member may, at that time, request such Union representative.

Any unit member 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, s/he may be accompanied by a representative of the Union who shall be permitted to represent him/her at any such hearing.

#### **Article IX, Training**

Unit members shall complete any and all required training/mandatory requalification, including firearms training when schools are closed (*i.e.* during winter, spring, or summer break). Unit members shall provide the Director of Safety with a copy of the training schedule provided to them by the Newark Police Department on the first working day after receipt of same. All unit members must maintain a current certification issued by the Newark Police Department or the State of New Jersey, to perform the duties of a School Safety Officer. Failure to maintain such certification may result in immediate termination.

When required training is not offered during a school safety officer's off duty time the unit member and the Director of Security shall arrange the unit member's schedule so that he/she is granted paid administrative leave to attend the training sessions.

#### **Article X, Court Appearances**

No deduction from pay shall be made for an absence resulting from a court subpoena for matters related to the employee's work for the Newark Board of Education. In the event an employee is summoned to the Newark Police Department for any matter unrelated to the Newark Board of Education such leave shall be without pay.

Unit members must notify the District upon receipt of subpoenas which require an appearance during the unit members' work hours. A copy of the subpoena must be furnished to the his/her supervisor on the first working day after receipt.

## Article XI, Leaves of Absence

### Section 1, Sick and Personal Leaves

#### A. Number of Sick Days Granted

Unit members shall be granted leave for illness for fifteen (15) days each work year. Unused sick days shall accrue without limit.

#### B. Medical Certificate

A medical certificate with a diagnosis sufficient to warrant absence may be required when a bargaining unit member is absent due to illness or injury. It should be mailed directly to Health Services Department, The Newark Board of Education, 765 Broad Street, Newark, New Jersey 07102. Mark the envelope CONFIDENTIAL. Do not submit this form to your supervisor or department.

#### C. Number of Personal Days Granted

Unit members will be granted four (4) personal days per year. The unit member must submit a request to utilize a personal day(s) at least two (2) days in advance of the date requested. Such request shall be approved or denied by the Safety Manager or Director of Safety within a reasonable time. Unused personal days granted in accordance with this section will be accumulated as sick leave days. Personal days shall be pro-rated based on number of months the unit member is on the payroll. Unit members hired on or before October 15 will be granted three (3) personal days, employees hired between October 16 and March 15 will be granted two (2) personal days, employees hired on or after March 16 will be granted one (1) personal day.

Personal days may only be used as full school days.

Unused personal days may be accrued as sick leave days provided no more than fifteen (15) sick leave days may be accrued per year.

### Section 2, Payment for Accrued Sick and Personal Leave Days at Retirement

Employees who retire after completing ten (10) or more years of service with the Board shall be compensated for accrued sick and personal leave days at the rate of one (1) day's pay at the employee's then current daily rate of pay for each three (3) days of accrued sick and personal days at the time of retirement. The maximum payment for accrued sick and personal leave days shall be fifteen thousand dollars (\$15,000).

### Section 3, Vacation Days

Unit members will be granted vacation days in accordance with the following schedule.

A. After the initial month of employment and up to the end of the first school year

employees shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows.

- B. From the beginning of the first full calendar year of employment and up to five (5) years of continuous service – twelve (12) working days.
- C. After five (5) years of continuous service and up to twelve (12) years of continuous service – fifteen (15) working days.
- D. After twelve (12) years of continuous service and up to twenty (20) years of continuous service – twenty (20) working days.
- E. Over twenty (20) years of continuous service – twenty-five (25) working days.

Any earned vacation time requested by the employee shall be taken during the winter, spring, or summer break days when schools are closed for students. The summer break is defined as the time between the last student day in June and the first student day the following semester.

Unit members shall submit a request to utilize vacation days to the Director of Safety at least thirty (30) days in advance of the requested time. The Director of Safety shall approve or deny the request within ten (10) days upon his/her receipt of same.

#### Section 4, Bereavement Leave

No deduction in salary of permanent full-time employees shall be made for absences as a result of a death in the unit member's immediate family or household. In the event that a unit member experiences a death in the immediate family or household, that unit member shall be granted up to five (5) consecutive working days immediately following the death. The immediate family and household are defined as follows: spouse, domestic partner, child (including stepchild), parent (including parent in-law and stepparent), sibling, grandparent, and grandchild. The Newark Board of Education may require proof of relationship.

Verification of death of an immediate family member shall be supported by the submission of one of the following:

Death Certificate  
Funeral Program

#### Section 5, Jury Duty

- A. An unit member who loses time from his/her job because of jury duty which is certified by the Clerk of the Court shall receive a leave of absence with pay for all time spent while going to and from court and serving on jury duty subject to the following conditions:
  - 1. The unit member must notify his/her immediate supervisor and submit the jury duty notice to the Director of Safety within five (5) working days of receipt of a Summons for Jury Service; and
  - 2. The unit member must submit proof of the time served on the jury.



Section 6, Reporting Absences

Unit members must report their absences to AESOP and by contacting the immediate supervisor not later than one (1) hour prior to the unit member's start time.

Section 7, Family Leave Act & Family and Medical Leave Act

A. Unit members taking leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of sick leave, personal leave, vacation days, etc., in the leave.

B. Permitted Purposes for Leaves

FLA- Serious health condition of spouse, child, parent, including parent-in-law, or the birth or placement for adoption of a child.

FMLA- Serious health condition of spouse, child or parent, or the employee's own serious health condition, or the birth or placement for adoption or foster care of a child.

C. Time spent on unpaid Family Leave pursuant to this Section will be considered time worked for purposes of determining seniority.

Article XII, Grievance Procedure

Section 1 – General Procedures

A. Definition:

A grievance is defined as a complaint or dispute by an employee in the unit with the Newark Board of Education or any agent of the Newark Board of Education 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.

B. Time Limits

1. A grievance must be filed at STEP 1 within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurs,

2. In the event a grievance is filed on or after June 1<sup>st</sup>, reasonable 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 30<sup>th</sup>.

3. Where a grievance is directly concerned and is shared by more than one unit member, such group grievance may be properly initiated at STEP 2, if such step is the first level of supervision common to the several grievants.

4. A grievance that is not appealed to the next step shall be deemed an acceptance of the decision rendered at the last step submitted.

### C. Grievance Steps

#### Step 1

In the event that any grievance should arise between a unit member and his/her immediate supervisor or supervisors, the unit member involved shall present the grievance informally to the supervisor 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 ten (10) working days, the unit member may reduce the grievance to writing and shall submit the grievance in formal written form to the Director of Safety who shall respond in writing to the written grievance and who shall forward copies of his/her response to the Union and the Superintendent or designee.

#### Step 3

If no satisfactory resolution of a Step 2 grievance is reached within fifteen (15) working days, the Union may appeal the decision to the Superintendent. The Superintendent will designate either a Hearing Officer or the Director of Labor and Employee Relations to hold a hearing and render a decision within thirty (30) working days of receipt of the appeal of the step 2 decision. The time to render a decision may be extended by mutual written consent.

#### Step 4

A. In the event a grievance shall not have been settled as a result of the above procedures, the Union may have the grievance submitted to binding arbitration by giving written notice to the Newark Board of Education's Office of Labor and Employee Relations within ten (10) working days after the Step 3 decision has been given to the grievant. A written request for arbitration shall also be filed with the New Jersey Public Employment Relations Commission (NJ PERC) within thirty (30) days of the Step 3 decision. Should the Union fail to file for arbitration with PERC within thirty (30) days of the Step 3 decision, the Union will be prohibited from pursuing arbitration or any further appeal of the Step 3 determination. In the event the NBOE has not responded to the grievance within the time limits specified above the Union, may at its discretion, request an extension of the time limit to file for arbitration. The requested extension of time shall be granted.

- B. 1. The arbitration award shall be final and binding and all parties shall abide by the award, and it shall be enforceable under the laws of the State of New Jersey.
2. The arbitration shall be conducted by a single arbitrator, who shall be chosen by mutual agreement of the parties. The arbitrator shall be on the panel of the Public Employment Relations Commission.

The arbitrator selected by the Parties shall arrange for dates, meeting places, and the agenda for all arbitration proceedings.

The costs and expenses of the arbitrator shall be shared equally by the Newark Board of Education and the Union.

- C. The arbitrator shall be empowered to hear and determine the grievance within the scope of the definition of grievance contained in this Article. In the performance of his/her duties s/he shall be bound by and comply with the provisions of this agreement. S/he shall have no power to add to, delete from, or modify in anyway the provisions of this agreement. The award shall be in writing and shall set forth his/her opinions and conclusions.
- D. 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. An arbitrator's decision shall at all times be consistent with the law and rules governing the Newark Board of Education.

#### Section 2 – General Provisions

- A. Nothing contained herein shall prevent any member in this unit from presenting his/her own grievance and representing himself/herself, 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. Only the Union may process a grievance to Step 3 and beyond.
- B. The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement.
- C. If the Newark Board of Education fails to meet and/or answer any grievance within the time limits as provided in this article, such grievance may be processed to the next step. If the Union or the aggrieved fails to initiate or advance any grievant within the time limits set forth in this article, the grievance shall be considered resolved.
- D. Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject to the grievance procedures established herein.

**Article XIII, Posting Procedure**

Notice of all job vacancies shall be posted on the Newark Board of Education's web site for seven (7) calendar days, whenever possible. There may, however, be emergency situations when the Newark Board of Education will need to fill a position temporarily and then commence the hiring process to fill the position. Employees interested in the position may advise Human Resource Services in writing of their interest in the posted position. Employees shall not apply for transfers during their probationary periods.

**Article XIV, Transfers or Assignments**

Except in emergencies or when special circumstances prevail, unit members shall be given ten (10) working days' notice of a change in work hours.

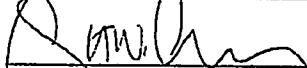
**ARTICLE XV, WORKING CONDITIONS**


All working conditions in effect upon execution of this agreement shall be maintained.

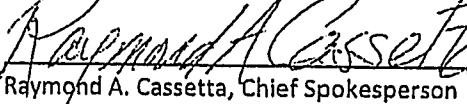
**Article XIV, Duration**

This Agreement and each of its provisions, unless specifically dated, shall be binding upon the parties as of July 1, 2021 through June 30, 2025, and shall continue to remain in full force and effect until such time as a new agreement is reached.

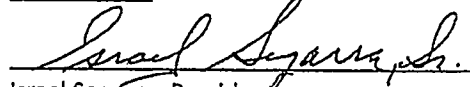
**FOR THE NEWARK BOARD OF EDUCATION**

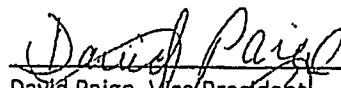
  
\_\_\_\_\_  
Scott Carbone, Executive Director

  
\_\_\_\_\_  
Xiamara Alvarez, Labor Relations

  
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Raymond A. Cassetta, Chief Spokesperson

**FOR LOCAL 1**

  
\_\_\_\_\_  
Israel Segarra, President

  
\_\_\_\_\_  
David Paige, Vice President

  
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Michael Bukosky, Chief Spokesperson

DATE: 3/14/2022

DATE: 3/14/22

**SCHEDULE 'A' SALARIES**

**NEWARK BOARD OF EDUCATION AND LOCAL 1 SCHOOL SAFETY OFFICERS**

**SALARY GUIDES**

<u>2021-22</u>		<u>2022-23</u>		<u>2023-24</u>		<u>2024-25</u>	
<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>	<u>STEP</u>	<u>AMOUNT</u>
1	\$50,213						
2	\$51,400	1-2	\$51,400				
3	\$53,140	3	\$53,200	1-3	\$53,200		
4	\$55,000	4	\$55,000	4	\$55,000	1-4	\$55,600
5	\$59,498	5	\$59,500	5	\$59,500	5	\$59,500
6	\$60,700	6	\$60,700	6	\$60,700	6	\$61,300
7	\$62,715	7	\$63,000	7	\$63,000	7	\$63,600
8	\$63,996	8	\$65,300	8	\$65,300	8	\$67,200