

MEMORANDUM OF AGREEMENT BETWEEN

NEWARK PUBLIC SCHOOLS

and the

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION - LOCAL 32

The undersigned bargaining representatives of the Newark Public Schools ("NPS" or "District") and Local 32, OPEIU agree to recommend the following to their respective sides for ratification. The following is subject to ratification by the membership of Local 32 and approval by the State-appointed Superintendent of Schools. All bargaining proposals that are not included herein are withdrawn. All provisions of the 2008-2010 Collective Bargaining Agreement and the 2010 – 2012 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. One-time non-pensionable payment of \$3,000 to each full-time permanent and provisional employee represented by Local 32 in lieu of a wage, step and/or longevity increase for the period from July 1, 2012 through June 30, 2014. To be eligible, the employee must have been on the NPS payroll and in the Local 32 Bargaining Unit on or after January 1, 2016. The amount shall be prorated if the employee was hired after July 1, 2012. The qualified employees will be eligible for the \$3,000 one-time non-pensionable payment less any month on an unpaid leave in excess of fifteen (15) work days.
- B. 2014-15 FY: Effective July 1, 2014, full time eligible employees in the Local 32 Bargaining Unit and on the NPS payroll on the effective date of this settlement on steps 1 to 5 who are eligible to advance one step on the salary guide will advance that one step on the new salary guide. Employees who are on step 6, in all grades, will advance to step 9 on the new salary guide. Steps 7 and 8 on the new salary guide will not have any employees during the 2014-15 fiscal year.
- C. 2015-16 FY: Effective July 1, 2015, full-time employees in the Local 32 Bargaining Unit and on the NPS payroll on or after December 31, 2015 on steps 1 to 6 who are eligible to advance one step on the salary guide will advance that one step on the new salary guide. Employees who advanced from step 6 on the old salary guide to step 9 on the new 10 step guide, in all grades, will advance to step 10 on the new salary guide. Steps 8 and 9 on the new salary guide will not have any employees during the 2015-16 fiscal year.

- D. Employees in the Local 32 Bargaining Unit and on the NPS payroll on or after December 31, 2015, who would have advanced onto or through the longevity steps at any time during the period from July 1, 2010, through June 30, 2016, will advance to the longevity step upon ratification of this agreement. No retro longevity will be paid. There shall be no further longevity step advancement during or after the term of this Agreement.
- E. In recognition of the distinguished service performed by the nineteen full-time Local 32 members hired between July 1, 1996 and December 31, 2002, the District will provide said employees with a one-time non-pensionable stipend of \$1,000 which will not be added to base salary. To be eligible, the employee must be on the NPS payroll and in the Local 32 Bargaining Unit on the effective date of this settlement. A chart illustrating this stipend payment is attached hereto and made a part hereof.
- F. 2016-17 FY: Effective July 1, 2016, full-time employees in the Local 32 Bargaining Unit and on the NPS payroll on July 1, 2016 on steps 1 to 7 who are eligible to advance one step on the salary guide will advance that one step on the new salary guide.
- G. A chart showing the step and longevity advancement for all eligible employees is attached hereto and made a part hereof. A chart with sample salary guides for the period from July 1, 2014, through June 30, 2017, is attached hereto and made a part hereof.
- H. Wages and longevity amounts shall be frozen for the period beginning July 1, 2012, and ending June 30, 2014.

II. CONTRACT MODIFICATIONS

Article VI, Union Stewards

Section 1

Paragraphs 1 to 3 – No change

Paragraph 4 – A steward shall be permitted, upon one day advanced e-mail and/or verbal notification to his/her immediate superior and approval by the superior, to leave his/her work to investigate and adjust employee complaints. Approval shall not be unreasonably withheld. The steward cannot interrupt another employee during business hours to discuss Local 32 matters other than investigating the employee's complaint/grievance. In the event that union business requires a steward to go to a work location other than the work location to which the steward is assigned the steward shall sign out at his/her work location and sign in at the work location where he/she will be conducting an investigation.

Paragraphs 5 and 6 – No change

Section 2

A representative or representatives of the Union shall have access during working hours to all members, 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 of this agreement. Such access shall be granted as long as it does not unreasonably interfere with the operations of the department or the work of the employee. Stewards shall utilize as much time as needed to fully investigate any grievance submitted by a Union member, after which the steward shall return to his her work location.

Article VII, Employee Performance Evaluation

Section 1 - Evaluation

Revise as follows:

Section 1 Evaluation System

1. Newark Public Schools (District) will develop and implement a new evaluation system for non-instructional employees including members of this unit. The District will seek input from the union in the development of a new evaluation tool (framework). Employees shall be provided with the criteria of the new evaluation framework not more than ten (10) working days of adoption and prior to the application of the new evaluation framework. The District shall retain control over evaluation criteria.
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 shall receive an annual evaluation. Employees who receive a partially effective or ineffective rating on any evaluation shall be placed on a corrective action plan (CAP) that includes measurable benchmarks. The employee and his or her supervisor shall meet to discuss the corrective action plan within fifteen (15) workdays following receipt of the evaluation.
4. Employees will have the opportunity to appeal his/her annual partially effective or ineffective evaluation. The appeal must be submitted by the employee to the Talent Office within ten (10) working days of receiving the annual evaluation. The employee must submit a written rebuttal together with evidence supporting his/her appeal. An employee who appeals his/her partially effective or ineffective annual evaluation may request to appear before the Appeal Panel to present evidence. The employee's appearance before the Appeal Panel shall not be an adversarial proceeding. The purpose of the appearance shall be to provide the employee the opportunity to present rebuttal evidence.

5. Appeals shall be reviewed and considered by an Appeal Panel which shall be comprised of members from the District's Talent Office, Labor/Employee Relations Office, Facilities Office, Safety Operations Office and other offices deemed necessary. The Appeal Panel will convene as necessary to review appeals and will provide decisions on appeals no later than sixty (60) days of date of submission of written appeal. Decisions on ratings or appeals shall not be grievable.

Section 2 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. 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, if any adjustment is available (unless as described in number 3 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 will not move a step or receive a salary adjustment. The employee will remain at their current salary/step.
4. This section shall not be grievable, but is subject to the appeal process set forth in Section 1, sub-sections 4 and 5 of this Article.

Current sections 2, 3 and 4 of the CBA become sections 3, 4 and 5 without modification.

Article VIII, Conventions

Modify to read as follows:

The Union shall be entitled to twenty (20) business days paid leave per year. In a steward training convention year, the Union shall be entitled to thirty (30) business days paid leave per year, inclusive of the twenty (20) days noted above.

Article XI, Section 3, Non-accumulative sick time.

Delete this section granting 10 additional sick days after 25 years of service.

Article XI, Section 6, Reporting Absences

Replace the current sentence with the following:

All employees shall be required to report their absence to their respective supervisor not later than one half (1/2) hour and to sub-finder or AESOP not later than one (1) hour prior to their scheduled starting time.

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

Article XI, Section 8, Leave Without Pay

Modify to read as follows:

Upon making timely written application, a permanent employee may apply for a leave of absence, without pay, for a period not exceeding six (6) months. The employee must state the reasons for the leave and provide documentation.

Article XI, Section 10, Maternity Leave

Delete the last sentence of A – Leave shall be extended for one year

Article XI, Section 13 Annual Sick Leave Sell Back

Delete this section.

Article XII, Work Day, Section 1, Daily Hours

Replace this section with the following:

The daily hours shall be either seven (7) or seven and one-half (7 ½) hours depending on the employee's position and excluding the school physicians and excluding a one (1) hour or one-half (1/2) hour unpaid lunch. Flex time is permissible if agreed to by the individual employees, their supervisors and the Department Head.

Article XII, Section 2.A. Starting and Ending

Modify to read as follows:

Upon notification to the employee concerned and the Union, the scheduled hours for starting and ending the work day may be altered, except that the length of the work day shall not be altered and the hours of the work day shall remain continuous. Employees are required to punch in and out at the beginning and at the end of their work day.

Article XII, Work Day

Section 2.C - Change Quality Control Inspector to Supervisor of Custodians.

Article XII, Section 2.C.4 The Territorial Assignments

Delete this section.

Article XIII, Work Week

Revise as follows:

The work week for all employees except security employees is Monday through Friday except for holidays listed in the calendar adopted by the Newark Public Schools.

Article XIV, Holiday Schedule

Section B: Revise as follows:

Prior to the adoption of the school calendar, the Union will be notified and given the opportunity to review and comment on the calendar. The District shall make public a copy of the calendar and any modifications after the District's approval.

Article XV, Vacation

Section 2, Vacation Entitlement

ADD the following to Section 2:

Employees initially hired on or after July 1, 2016, shall be entitled to the following vacation days

One year of service	12 days
After 10 years of service	15 days
After twenty years of service	20 days

Article XVI, Fringe Benefits

Section 2 - New Members

Modify second sentence to read sixty (60) calendar days.

Employees serving in the sixty (60) day working test period will not be eligible for any benefits under this section until after the completion of the sixty (60) days. This provision applies to newly hired employees only (excludes employees who have been promoted or demoted).

Article XVIII - Wages

Section 3: Delete.

Article XVIII – LONGEVITY

Section 5: Delete and replace with the following language:

Effective July, 1, 2015, eligible current active employees in the Local 32 Bargaining Unit will advance to their correct longevity step. After June 30, 2016, there shall be no longevity advancement for any employee. No retro longevity shall be paid.

Effective July 1, 2010, employees hired, transferred, promoted, demoted, appointed or rehired from civil service layoff special reemployment list shall not be eligible for longevity pay.

Article - XXII

Section 2 - Seniority Lists

Delete this section.

Article XXIV-Travel Allowance

Sections 3.B - Modify to read as follows:

Effective July 1, 2016, travel reimbursement shall be at the rate established by the NJOMB.

Article XXIV-Travel Allowance

Sections 3.F - Modify to read as follows:

Employees who receive a monthly travel allowance in lieu of the NJOMB rate set forth above shall continue to receive that travel allowance for the duration of this Agreement or the employer may provide a vehicle for use as their personal vehicle in the performance of their duties.

Article XXV - Availability of Contract

Change amount of copies from 400 to 150.

Article XXIX - Clothing Allowance

Modify to read as follows:

All bargaining unit employees in either Unit A or Unit B, who are required to wear uniforms and/or protective clothing, shall be provided a clothing allowance. All employees receiving clothing allowances must submit verification of uniform items purchased and receipt of purchase within thirty (30) calendar days from the date of receipt of the clothing allowance.

Failure to purchase designated items or to wear uniforms when required may subject the employee to disciplinary action.

Clothing Allowance payment shall be made, to the employee by separate check, on the first pay date in August of each year.

Article XXXVI - Professional Improvement Fund


Section 2 - Available Funds - Modify to read as follows.

The Newark Public Schools shall budget \$200 per member per year. This fund shall be for the exclusive use of employees within the Local 32 Bargaining unit.

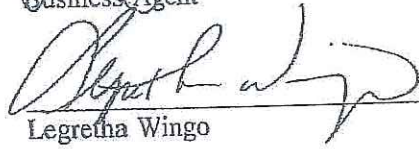
Article XXXVIII, Duration

July 1, 2012 through June 30, 2017.

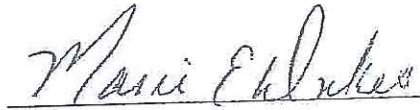
FOR LOCAL 32 OPEIU



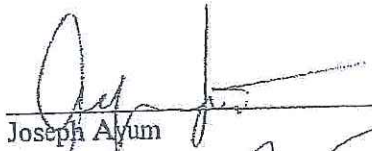
Jim Johnson
Business Agent




Legretha Wingo



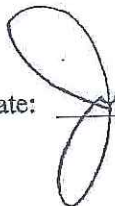
Marie Duker



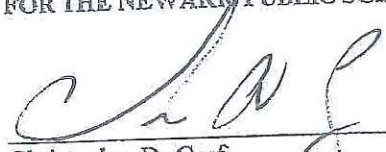
Joseph Ayum




Nick Bartola

Date:  20, 2016


FOR THE NEWARK PUBLIC SCHOOLS




Christopher D. Cerf
State District Superintendent



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



Ray Cassetta
Labor Consultant



Janelle Francois
Senior Labor Relations Specialist

Date: _____

MEMORANDUM OF AGREEMENT BETWEEN

NEWARK PUBLIC SCHOOLS

and the

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION - LOCAL 32**

The undersigned bargaining representatives of the Newark Public Schools and Local 32, OPEIU agree to recommend the following to their respective sides for ratification. The following is subject to ratification by the membership of Local 32 and approval by the State-appointed Superintendent of Schools. All bargaining proposals that are not included herein are withdrawn. All provisions of the 2008-2010 collective bargaining agreement that are not modified herein will be included in the successor agreement.

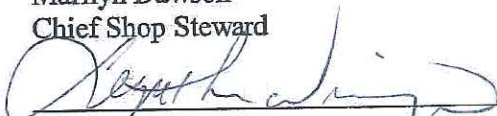
It is hereby agreed by and between the Newark Public Schools and Local 32 OPEIU that wages, step advancements, and longevity shall be frozen for the period beginning July 1, 2010, and ending June 30, 2012.

FOR LOCAL 32 OPEIU

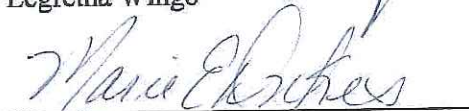


Jim Johnson
Business Agent


Marilyn Dawson
Chief Shop Steward




Legretha Wingo



Marie Dukes




Joseph Ayum



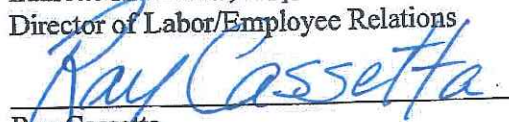
Nick Bartola

Date: June 30, 2016


FOR THE NEWARK PUBLIC SCHOOLS



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



Ray Cassetta
Labor Consultant



Janelle Francois
Senior Labor Relations Specialist

Date: July 1, 2016