

AGREEMENT BETWEEN
THE STATE OPERATED SCHOOL DISTRICT
OF THE CITY OF NEWARK

and the

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
AFL – CIO

LOCAL 32
AFL – CIO

July 1, 2005 – June 30, 2008

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION**

LOCAL 32

NEGOTIATING TEAM

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**STATE OPERATED SCHOOL DISTRICT
CITY OF NEWARK**

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DISTRICT NEGOTIATING TEAM

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PREAMBLE

WHEREAS, THE STATE OPERATED SCHOOL DISTRICT OF THE CITY OF NEWARK IN THE COUNTY OF ESSEX, NEWARK, NEW JERSEY (hereinafter the "Newark Public Schools") seeks to promote and maintain mutually harmonious relations between the Newark Public Schools and those of its employees who are represented by the AFL CIO OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32 (hereinafter the "Union") and who may be affected by the terms of this Agreement; and,

WHEREAS, The Legislature of the State of New Jersey has enacted into law, Chapter 303 and Chapter 123 of the Laws of New Jersey, known as the "New Jersey State Employer-Employee Relations Act" (N.J.S.A. 34:13A-1 et. Seq.); and,

WHEREAS, the Newark Public Schools is subject to the provisions of Title XI and the rules and regulations of the New Jersey State Department of Personnel.

WHEREAS, the parties heretofore have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303 and Chapter 123 or Title XI and the rules and regulations of the New Jersey State Department of Personnel.

WHEREAS, the Union has presented proof that it represents a majority of the employees herein and is certified as an appropriate unit for the purpose of collective negotiations.

NOW, THEREFORE, THIS AGREEMENT is made and entered into effect as of the 1st day of July 2005 by and between the Newark Public Schools and the Union as follows:

ARTICLE I
RECOGNITION

Section 1

The Newark Public Schools hereby recognizes the Union as sole and exclusive bargaining agent for the purpose of collective negotiations under Chapter 303 of the public Laws of 1968 as amended known as the New Jersey Employer-Employee Act 34:13A et. seq. with respect to salary, hours and other terms and conditions of employment for all full and part-time employees of the Newark Public Schools under the categories listed below.

The Newark Public Schools has the right to create new titles in accordance to the guidelines of the Board/O.P.E.I.U., P.E.R.C. decision of 1991.

The Union shall be notified of all new titles or reinstated titles fifteen (15) working days prior to posting. The Employer shall notify the Union ten (10) days prior to posting and meet to negotiate an appropriate salary for the new title. The negotiated salary will be retroactive to the first day that the new title is occupied. The employer shall notify the Union of all titles to be deleted five (5) days prior to their deletion of those titles and place them in Article I—Inactive Titles.

UNIT A

<u>TITLE</u>	<u>CODE</u>
Supervisor Warehouse	010
Supervisor Purchasing	012
Director, Heating, Ventilation and Air Conditioning	035
Administrator of Benefits	036
Director of Attendance	047
Manager Data Processing Operator	051
Supervisor Vehicle Maintenance	071
Management Specialist	087
Supervisor Heating	090
Supervisor School Security Guard	094
Supervisor Pupil Transportation	096
Supervisor Furniture Equipment & Inventory Control	117
Inspector Quality Control	128
Deputy Director, Cafeteria	130
Senior Administrative Analyst	144
Assistant Director Repair & Maintenance	148
Chief Architect	150
Chief Engineer	151
Construction Management Specialist	161
Chief Security Officer Adm/Investigator	177
Audio Visual Supervisor	218
Assistant Director Purchasing	223

UNIT A

<u>TITLE</u>	<u>CODE</u>
Director EDP	336
Supervising Offset Machine Operator	337
Coordinator Safety Insurance	347
Assistant Director Custodial Services	350
Supervisor, Microfilm Systems	351
Coordinator, Athletic Activities	357
Chief Accountant	363
Supervising Prin. Personnel Technician	376
Coordinator Minority Business Enterprises	398
Electrical Inspector	507
Program Coordinator Comp. Ed.	802
Supervising Testing	330
Supervisor, Laborers	246
Supervisor of Trades	542
Engineer-In-Charge	266
Program Monitor	346
Pension Fund Supervisor	255
Supervisor of Accounts Payable	259
Affirmative Action Officer	281
Supervisor EDP Operations	051
Supervisor of Records	594
Supervising Engineer	385

UNIT B

<u>TITLE</u>	<u>CODE</u>
Assistant Supervisor Mail & Reproduction	015
Supervisor D/E Machine Operations	048
Assistant Director EDP	335
Assistant Supervisor Warehouse	052
School Medical Inspector	068
Assistant Supervisor Pupil Transportation	072
Principal Purchasing Assistant	381
Assistant Director Attendance	383
Secretarial Assistant Steno, Bilingual	080
Secretarial Assistant Steno	084
Supervisor Trans. Vehicle Main.	091
Assistant Const. Management Specialist	092
Technical Assistant	103
Program Monitor 2	106
Administrative Secretary	112
Senior Draft Technician	113
Administrative Secretary Bilingual	115

UNIT B

<u>TITLE</u>	<u>CODE</u>
Fire Protection Inspector	158
Supervising Clerk Typist	160
Secretarial Assistant Bilingual	170
Assistant Director Security Services	174
Assistant Supervisor Payroll	195
Senior Mechanic	196
Supervising Clerk	212
Secretarial Assistant Typing	229
Audio Visual Specialists	256
Senior Acct. Pro Alt	257
Chief Clerk	264
Assistant Supervisor Accts.	268
Principal Buyer	382
Arch. Drafts M/W	279
Supervisor II	280
Senior Architect	295
Principal D/P Sys. Prog.	322
Mgmt. Inf. Sys. Specialist	324
Community Relations Specialist	000
Coord. Fed/St Aid	332
Supervisor of D/P Programs	338
Personnel Technician	346
Training Technician	348
Senior Personnel Technician	349
Personnel Assistant Bilingual	352
Personnel Assistant	353
Analyst, Grants Applications	372
Principal Engineer	388
Senior Budget Examiner	355
Budget Examiner	356
Senior Accountant	364
Principal Personnel Technician	377
Procurement Specialist	379
Senior Training Technician	340
Auditor	396
Supervisor of Telephone Services	126
Program Assistant	131
Personnel Technician Bilingual	132
Program Development Specialists	138
Senior Personnel Technician Bilingual	140
Accountant	141
Senior Auditor	142
Secretarial Assistant	149
Assistant Director Research Evaluation	155

INACTIVE TITLES

The employer agrees that if any of the inactive job titles become active the job title will become part of the bargaining unit.

<u>TITLE</u>	<u>CODE</u>
Senior Engineer	097
Supervisor Payroll	124
Assistant Director Cafeteria 10 month	000
Capital Program Analyst	000
Architectural Designer	000
Supervisor, Workers Compensation	271
Employee Benefits Specialist	000
Coordinator Maintenance Services	308
Senior System Analyst	000
Engineer	097
Chief Chauffeur	129
Assistant Administrative Analyst	132
Capt. Program Analyst	000
Supervising Account Clerk	000
System Software Specialist	000
Training Coordinator	185
Assistant Supervisor of Accounts	224
Chief DP Operations	268
Data Base Admin.	321
Telecommunication Specialist	323
Documentation Specialist	325
Community Relations Specialist	000
Research Supervisor	331
Principal Account	397
Supv. D/P Sys. Pro.	359
Assistant Budget Examiner	365
Principal Auditor	389
Summer School Physical	924
Per-Diem Substitute School Physician	959

ARTICLE II

UNION MEMBERSHIP

Section 1 Continuance of Membership

All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union. All new employees who are hired during the term of this Agreement may become and remain members of the Union. The Newark Public Schools or any of the staff shall in no way or form interfere with, discourage or constrain either the solicitation of membership by the Union, or the maintenance of membership in the Union by any of its employees in the units.

Section 2 Dues Deductions

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 Units upon the voluntary written authorization of the employee. In the event an employee is not eligible for payment on the date of customary dues deduction, such deduction will be made from the payroll of the next regular pay period when dues are deducted.

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. Within twenty (20) days after an employee is hired, agency shop fees shall be deducted. 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.

The Union agrees that The Newark Public Schools may establish bi-weekly Union deductions from the members in place of the current monthly dues deductions.

Upon receipt of an employee's voluntary signed authorization for VOTE 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.

Section 3 Mutual Non-Discrimination

The parties shall not discriminate against any employee or applicant for employment, or membership in the Union or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age, martial status, social or economic status, or physical handicap. No employee shall be discriminated against or interfered with because of proper Union activities.

Section 4 No Strike or Lock-Out Policy

The Union and the members of the unit agree that during the period of this Agreement there shall be no strike, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any threats thereof. The Newark Public Schools agrees that at no time will it institute a lock-out of the employees in the Union.

Section 5 Orientation

The Newark Public Schools shall establish a joint orientation meeting each year for all OPEIU, Local 32 bargaining unit members. The Newark Public Schools shall provide space and shall excuse all members without loss of pay for the length of the orientation. The attendance of all bargaining unit members shall be required.

The orientation meeting shall take place during the first quarter of each fiscal year where feasible on a day prior to the opening of the school year. The meeting shall conclude not later than 1:00 p.m. including lunch.

The Union will be advised, in writing by the Newark Public Schools, when new employees covered by OPEIU, Local 32 are to be included in monthly orientation programs. The Union shall designate a representative to attend and shall provide written notification of the name of the designee to the Director of Staff Development and Training.

The Union will be allowed to meet with appropriate new employees during that portion of the program set aside for the purpose.

Section 6 Newly hired employees and employees who transfer into Local 32 positions from non-Local 32 positions shall be required, within their first month of employment, to attend a Local 32 orientation. The orientation shall be conducted by the Non-Instructional Staff Development Office. Attendance shall be arranged through the employee's supervisor. The orientation shall not exceed three (3) hours in length.

ARTICLE III

UNION RIGHTS

Pursuant to Chapter 303 of the P.L. of 1968, as amended, the Newark Public Schools hereby agrees that every member shall have the right to freely organize, join and support the Union for the purpose of engaging in collective negotiations and other concerted activities. As a public employer, the Newark Public Schools undertakes and agrees that it shall not, directly or indirectly, discourage, deprive or coerce any member in the enjoyment of any rights conferred by Chapter 303 of the New Jersey P.L. of 1968 as amended, other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any member with respect to hours, wages or any terms or conditions of employment by reason of membership in the OPEIU, Local 32 and any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

ARTICLE IV

AGENCY SHOP

Section 1

The State Operated School District of the City of Newark and the Union agree that the Newark Public Schools shall deduct the sum of 85% of the rate of the Union dues from each and every non-Union Member of the bargaining units represented by the Union after attaining thirty (30) days of employment and shall remit this agency shop fee to the Union on a monthly basis.

Section 2

This agency shop agreement shall conform to all provisions of the New Jersey agency shop statute.

Section 3

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of action taken or not taken by the employer in conformance with this provision.

ARTICLE V

MANAGEMENT RIGHTS

Section 1

The Newark Public Schools retains the exclusive right to direct the work of the members of the Union, 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, suspend, demote and discharge or take other disciplinary action with reference to its employees as provided by law and the rules and regulations of the Newark Public Schools and the New Jersey Department of Personnel.

Section 2

The Newark Public Schools' 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 VI

UNION STEWARDS

Section 1

The Union shall furnish the State District Superintendent or other designee with a list of the Union Stewards or Building Representatives and their work locations on or before November 1 of each fiscal year.

The Union shall notify the State District Superintendent of any change(s) in writing within ten (10) days of said change. There shall be six (6) Stewards assigned to the membership of the Union. The Union shall notify the Newark Public Schools of any change(s). Those Stewards shall be located at any section where Union members are employed. The Newark Public Schools will furnish the Union with a list of the names, addresses and work locations of all employees in the units twice a year.

Both parties agree to recognize and deal with only properly authorized Union Representatives with reference to Union business.

A Steward shall be permitted, upon notification of his/her immediate supervisor, to leave his/her work to investigate and adjust complaints. In the event of the Steward's absence, he/she shall have an alternate designated on his/her behalf.

The Union shall have access, through the appropriate supervisor or superior to pertinent documentation relating to the grievance in question and shall have the right to interview the aggrieved employee, supervisor or superior and witnesses during working hours.

While serving as a Steward, an employee will not be transferred to another location without ten (10) working days prior notice to the Union. If the Union contends that the transfer was discriminatory due to the employee's Union activity, such contention shall be subject to the grievance procedure.

Section 2 Visitation Rights

A representative or representatives of the Union shall have access, during working hours to all members, facilities, building, 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. Stewards shall utilize as much time as needed to fully investigate any grievance submitted by a Union member; after which she/he shall return to her/his work location.

ARTICLE VII

EMPLOYEE PERFORMANCE EVALUATION

Section 1 Evaluation

An employee's performance shall be evaluated not later than June of each year. Such evaluation shall be made openly and every written evaluation of performance of any employee shall be submitted to the employee.

Section 2 Conference

If any employee wishes to discuss his/her evaluation, then a conference shall be scheduled between the individual making the evaluation and the employee.

Section 3 Employee Copy

Prior to placing a copy of the employee's evaluation in his/her personnel file, the employee shall be given a copy of said evaluation. The employee shall acknowledge receipt of the evaluation by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit written comments to the evaluation, and his/her comments shall be reviewed by the immediate supervisor and attached to the personnel file copy of the evaluation.

Section 4 Personnel File Review

Upon advance notice and at reasonable times, employees may review all documents in their personnel file. The Newark Public Schools shall honor the request of the employee for copies of all documents in the employee's personnel file. The Newark Public Schools' actual cost for copying said documents shall be borne by the employee.

ARTICLE VIII

CONVENTIONS

In the event the Union affiliates with any national labor organization having national, state or regional conventions and/or meetings pertaining to Union business, then and in that event the Union shall be entitled to thirty (30) **business** days paid leave per year.

At no time shall more than six (6) members be eligible for attendance at the same conference or meeting. The Union shall provide at least five (5) working days notice of a requested convention leave.

ARTICLE IX

GRIEVANCE PROCEDURE

A grievance is defined as a complaint or dispute by an employee in the Union with the Newark Public Schools or any agent of the Newark Public Schools with administrative or supervisory authority over employees represented by the Union, 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, or any other rules and regulations of the Newark Public Schools, or the New Jersey Department of Personnel, or the New Jersey State Board of Education which may apply to the said employees.

Section 1 General Provisions

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived and/or mutually agreed upon to extend.

- A. Nothing contained herein shall prevent any employee in the units from presenting his/her own grievance and representing him;/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.

- B. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to a higher step.
- C. In the event the grievance is filed on or after June 1st, responsible efforts shall be made to reduce the time limits 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).
- D. Where a grievance is directly concerned and is shared by more than one (1) employee, such group grievance may be properly initiated at step two, if such step is the first level of supervision common to the grievants.
- E. The sole remedy available to any employee for any alleged breach of this agreement or any alleged violation of his/her rights hereunder, shall be pursuant to the grievance and arbitration procedure provided, however, that nothing contained herein shall deprive the Newark Public Schools or any employee of any legal rights.
- F. If the Union duly authorizes a bargaining unit member to represent them during the regular working hours of said representatives, that representative shall be excused from duty without loss of pay for such time as may be necessary to hear the grievance. Whenever possible, there shall be no more than two (2) representatives excused for any hearing.
- G. Any and all provisions of this Agreement pertaining to grievances and arbitrations shall be subject to New Jersey Department of Personnel rules and regulations and the grievance procedures established herein shall not apply to any matter which is cognizable under New Jersey Department of Personnel rules and regulations. Suspension of five (5) days or less must be referred to arbitration. Suspension of five (5) days or more must be referred to the New Jersey Department of Personnel.
- H. A grievance not appealed to the next step shall be deemed an acceptance of the decision rendered at the last step submitted.

STEP 1

The employee or the Union shall institute action under the provisions hereof within ninety (90) calendar days after becoming aware of the event-giving rise to the grievance. Payroll errors shall be deemed to be a continuing grievance. An earnest effort shall be made to settle the differences between the employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ninety (90) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP 2

If no agreement can be reached informally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days to the immediate supervisor. The written grievance at this step shall contain relevant facts, the applicable section of the contract violated and the remedy requested by the employee or the Union. The immediate supervisor will answer the grievance in writing within five (5) working days of receipt of the written grievance.

STEP 3

If the immediate supervisor is other than the department head, the next step in the procedure will be a written appeal to the department head within five (5) working days.

STEP 4

If the Union wishes to appeal the decision of the department head, such appeal shall be presented in writing to the State District Superintendent or his/her designee within five (5) working days of either receipt of the written decision from the immediate superior or the time expired for the immediate superior to submit his/her written decision. This appeal shall include copies of all previous correspondence relating to the matter in dispute. The State District Superintendent or his/her designee shall conduct a hearing with the employee and a Union representative to review the grievance within twenty (20) working days of the appeal. The State District Superintendent or his/her designee shall respond in writing to the employee within ten (10) working days of the hearing.

STEP 5

In the event the grievance will not have been settled as a result of the above procedures, the Union may submit a grievance to binding arbitration by giving notice within ten (10) working days after the Step 4 decision has been given to the employee and the Union, or the time limit within which the decision must be given has expired.

The cost for the services of the arbitrators shall be borne equally by the Newark Public Schools and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

Section 2 Arbitrator's Authority

The arbitration award shall be final, and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

The Arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance as contained in this Article. In the performance of his/her duties he/she shall be bound and comply with the provisions of this Agreement. He/she shall have no power to add to, delete from or modify in any way the provisions of this Agreement. His/her decision sets

forth his/her opinions and conclusions on the issues submitted. 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 and effect of law. His/her decision shall not usurp the functions or powers of the Newark Public Schools as provided by law.

The Arbitrator shall be instructed by both parties that his/her decision shall be rendered no later than thirty (30) days after the close of the hearing.

ARTICLE X

UNION BUSINESS LEAVE

Section 1 **Negotiation on Board Time**

Time for negotiations will be as mutually agreed upon by the Union and the Newark Public Schools. Members of the Union's negotiating committee shall be granted administrative leave with pay if negotiations take place on Board time. No more than six (6) employees shall have the right to receive pay under this provision. Each employee shall be granted administrative leave with pay, the next working day following a negotiation session, if the session lasts past 11:00 p.m.

Section 2 **Leave of Absence—Officers**

Leave of absence, without pay, shall be granted for the purpose of working for the Union, to any two (2) Union members designated for such leave providing that both the Union and the employees so designated shall make written request for such leave of absence.

No more than two (2) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one (1) fiscal year, from July 1st to June 30th, from the effective date of approval by State District Superintendent, and may be renewed upon mutual approval of State District Superintendent and the Union. Applications of renewal of said leave shall be submitted to The Newark Public Schools at least sixty (60) days prior to the end of the leave year.

ARTICLE XI

ABSENCES AND LEAVES

Section 1 Non-Occupational Sick Leave

All employees shall be entitled to fifteen (15) days of sick time at full pay during each calendar year. Unused sick time may be accumulated without limit. The Newark Public Schools requires proof of such illness by way of medical certification or any other reasonable means the Newark Public Schools wishes to use after five (5) consecutive days of absence. The rules and regulations of the New Jersey Department of Personnel shall also apply to such absences, where such rules and regulations are applicable, including management's right to request documentation for any absences when a pattern of excessive or repetitive absences develops.

In the event all sick time is exhausted, vacation time may be substituted, upon the employee's request and subject to the approval of his/her immediate supervisor.

Section 2 A. Definition

Sick time for purposes herein is to be defined absence from duty of an employee because of personal illness by reason which such employee is unable to perform the usual duties of his/her position or exposure to contagious disease, or short period of emergency attendance upon a member of the immediate family becoming critically ill and requiring the presence of such employee. Whenever an employee takes sick time because of emergency attendance upon a member of the immediate family, the employee shall submit a doctor's certificate detailing the nature of the critical illness and a statement by the employee justifying his or her required presence. Sick time shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family.

B. A.I.P.

As it relates to the Attendance Improvement Program, the State mandates that all occasional absences are reported. Occasional absences shall be defined as all sick, personal, and funeral days that are less than six (6) consecutive days. Personal and all funeral days shall not be used to determine the basis for disciplinary action.

Section 3 Personal Days

All employees shall be entitled to four (4) days, with pay, of personal leave per fiscal year. Unused personal days may be accumulated as sick leave days. The employee must give a minimum of two (2) days prior notice before taking a personal day except in emergencies.

Section 4 Additional Sick Leave

Upon written request, the Newark Public Schools may grant additional sick leave or personal leave with pay to an employee beyond the established limits whenever it deems such additional time is merited, and shall notify the Union of the granting and/or denial of such additional leave and the reasons therefore.

Section 4A – Non accumulative sick time

Union members with twenty-five (25) years of service shall receive ten (10) additional non-accumulative, sick leave days per year at full pay, provided that all cumulative sick leaves has been exhausted.

Section 5 Bereavement Leave

All employees covered by this Agreement shall receive full pay for absences resulting from the causes listed below and for the amount of time stated:

A. Death in the immediate family or household:

Five (5) working days immediately following the death. Death in the immediate family is defined as follows: Spouse, Children, Mother (stepmother, foster mother, guardian, mother-in-law) Father (stepfather, foster father, guardian, father-in-law) Sister, Brother, Grandchild, Grandmother, Grandfather and any other relative residing in the household. The Newark Public Schools may require proof of residency.

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

Mortician Certificate
Funeral Program

B. If a death occurs while a member is on vacation, sick, personal or other paid leave, they shall receive the above entitlement. A Memorandum of Understanding is to follow, which will conform to the terms and conditions set forth in the AIP Policy, i.e., the Memorandum will acknowledge the right of bargaining unit members to opt for bereavement leave, under circumstances when said bargaining unit member is exercising paid leave.

Section 6 Jury Duty

A. An employee 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 employee must notify his/her immediate supervisor within five (5) working days of receipt of a Summons for Jury Service, and;

2. The employee submits proof of the time served on the jury.

B. Absence because of a Court Subpoena shall be considered a full working day. Anyone assigned to an afternoon or evening shift shall be entitled to equal time off as leave, with pay, from his/her next regularly scheduled shift for all time spent going to and from Court, serving on jury duty, or answering a Subpoena. Equivalent leave with pay shall be granted to any such employee who is scheduled to work a shift other than a day shift, said leave to be granted during his/her next succeeding work shift.

Leave with pay for answering a subpoena will only be granted provided the employee was required to remain in the court or tribunal for a period exceeding four (4) hours. The Newark School District may require proof of attendance from the employee. Should an employee be required to appear in court or other tribunal to answer a subpoena for less than four (4) hours, the employee shall suffer no loss in pay but must return to work immediately after dismissal from the court.

C. In order for an employee to be compensated for an absence because of Court Subpoena, the employee must notify his/her immediate supervisor immediately upon receipt of said Subpoena.

D. Absence On Account of Court Subpoena

The Board shall not grant leave with pay for any court matter of a personal nature, i.e., divorce, custody, tenancy, etc. Leave with pay will be granted for workers compensation appearances upon presentation of proper written documentation to the Division of Labor Relations.

Section 7 Leave Without Pay

Upon making timely written application, a permanently employed member of the bargaining unit may apply for a leave of absence, without pay, for a period not exceeding six (6) months with a renewal of six (6) months. Provisionally employed member of the bargaining unit may apply for a leave of absence, without pay, for a period not exceeding sixty (60) days with a renewal of sixty (60) days. The employee must state the reasons for the leave and provide documentation.

Section 8 A. Leaves With Pay

An employee shall be entitled to military leave in accordance with applicable law. The employee shall be required to submit a copy of the active reserve duty notice to his/her immediate supervisor upon receipt of orders or thirty (30) days prior to such leave.

B. When absences result from quarantine, a physician's certification of the required quarantine shall be submitted to the Division of Health Education and Services upon the commencement of the quarantine period. An employee shall be permitted to return to work only after receipt of a physician's certification that the quarantine period has ended.

C. An employee shall be entitled to a leave of absence with pay when excused by the State District Superintendent or his designee to attend a conference.

D. Seniority rights shall be maintained during the period of any leave of absence granted pursuant to this Section. All employees on leave with pay shall continue to receive full benefits provided by the Newark Public Schools.

E. The Newark Public Schools may grant two (2) weeks leave to an employee without pay in case of marriage.

Section 7 Maternity Leave

A. Upon certification by a duly licensed physician and application by an employee, a maternity leave shall be granted by the Newark Public Schools for a period of not more than one (1) year. An employee on maternity leave shall be reinstated at any time during the period of such leave upon request of the employee and examination by a duly licensed physician attesting to her ability to perform her duties satisfactorily. Leave shall be extended for a period of one (1) year by The Newark Public Schools for care of child, if requested by the employee.

B. An employee returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective,

except that when the employee has completed ninety (90) days or more of a school year it shall count as a full year.

Seniority rights shall be maintained during the period of such leaves. Such leave shall also conform to new State and Federal regulations in reference to disability, sick or other compensation.

- C. Two (2) weeks notice (or the next pay period) must be given to anyone taking the place of an employee on maternity leave when the employee on leave has notified the Newark Public Schools that she plans to return from leave.

Section 8 Non-Discriminatory Gender Clauses

All sick, personal and leave time shall apply equally to both sexes.

Section 9 Non-Accumulative Days

There shall be no accumulation of sick, vacation, or personal days while an employee is on an unpaid leave of absence. Prior leave accumulations will be restored when an employee returns from an unpaid leave of absence.

Section 10 Annual Sick Leave Sell-Back

- A. Effective July 1, 1989, employees, whose total number of sick and/or personal days absent does not exceed six (6) days, shall be able to convert up to forty (40) accumulated sick and/or personal days at the end of each fiscal year, on the basis of a conversion equaling one day's pay for each four (4) days accumulated, and such converted days shall be payable (compensable) at the end of the school year.
- B. The basis for converted days shall be 1/260th of an employee's salary for that year.
- C. A separate check shall be issued for said compensation.
- D. All days that re-converted shall be forfeited and unavailable for use in future years.

Section 11 Sick Day Program

The Newark Public Schools shall maintain a sick day program whereby unit employees will be able to donate sick days to other unit employees in cases of serious illness.

The provisions of the sick day program shall be excluded from the contractual grievance procedure up to an including binding arbitration.

Section 12 Family Leave Act & Family Medical Leave Act

A. Employees 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 conditions 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. Seniority

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

D. Attendance Improvement Plan

Absence for approved FLA of FLMA leaves will not be included in the Attendance Improvement Plan.

ARTICLE XII

WORK DAY

Section 1 Daily Hours

The work day shall be set according to the hours of current Board practice at the time of the ratification of this Agreement. Flextime is permissible, if agreed to by the individual employees, their supervisors and the Department Head.

Section 2 Starting and Ending

A. Upon notification to the employee concerned and the Union, the scheduled hours for starting and ending the workday may be altered, except that the length of the workday shall not be altered and the hours of the workday shall remain continuous.

B. Supervisor of Trades’ hours shall be consistent with the tradesmen.

- C. Quality Control Inspectors' hours shall be flexible to permit the Quality Control Inspector to be present during time periods ranging from the arrival of the earliest custodial workers and custodians to the departure of the afternoon shift custodial workers and custodians. Shift assignments shall be for a minimum of two (2) weeks.
1. Quality Control Inspectors may be assigned to an afternoon shift that begins between 2:00 p.m. and 4:00 p.m.; the actual starting time will be fixed at the beginning of each month. Assignments to the afternoon shift will be on a monthly basis.
 2. Afternoon shift assignments will be selected on a rotating seniority basis with the most senior inspector picking first. Each Quality Control Inspector shall select a month in seniority order and after all Quality Control Inspectors have selected a month each Quality Control Inspector shall select a second month in seniority order.
 3. Quality Control Inspectors who are assigned to the afternoon shift shall receive a five percent (5%) shift differential for each day the QCI works on the afternoon shift.
 4. The territorial assignments (SLT Assignments may overlap) of all Quality Control Inspectors will be re-arranged whenever the afternoon shift is in effect.
 5. Quality Control Inspectors who possess a valid driver's license will be permitted to use a District vehicle while on duty whenever a district vehicle is available. The Quality Control Inspector will be responsible for any motor vehicle summons issued while the QCI is using the vehicle.

Section 3 Duty Free Lunch Period

All lunch periods assigned to members of the units shall be duty free, with the exception of an emergency. Any member of the units who shall be requested to perform services during his/her lunch period shall be afforded a duty free lunch period during the respective work shift in that same work day.

Section 4 Overtime

- A. Overtime shall be assigned among employees who normally perform the work within that office and job code, taking into account the District's right to assign overtime to employees based upon their special skills and/or knowledge of special projects. The District retains the right to require a reasonable amount of overtime. If, however, an employee notifies the District that he/she is unable to work overtime in a particular instance and requests to be excused, such request shall not be unreasonably denied.

- B. All eligible employees who are assigned and approved to work in excess of their daily hours shall be paid at the rate of time and one-half based on their current rate. All eligible employees who are requested and approved to work on Saturday, Sunday or a holiday shall be paid at the overtime rate for the time actually worked.
- C. Any bargaining unit member who works overtime, and who is eligible for overtime compensation, shall be paid such overtime within fifteen (15) days from the date the pay period shall end.
- D. If any employee is called into work on a Saturday or Sunday, he/she shall be paid for not less than four (4) hours. The employees shall be required to remain on duty for the full four (4) hours. This provision does not apply to any overtime that is scheduled prior to Saturday or Sunday.
- E. Employees who are required to work when the Central Office is closed for emergency reasons shall be compensated at time and one-half for such time worked.
- F. When the Executive Director of Facilities or his/her designee determines that overtime is required to supervise tradesmen who are working during times when the Supervisor of Trades is not scheduled to be on duty, the Supervisor of Trades shall be given the opportunity to work the overtime.

Section 5 Rest Periods

All employees shall receive two (2) ten (10) minute rest periods per shift.

Section 6 Shift Differential

Any bargaining unit employee working the third shift shall be compensated at ten percent (10%) pay differential.

ARTICLE XIII

WORK WEEK

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 units, and except for such additional holidays as may be granted from time to time to said bargaining unit members.

ARTICLE XIV

HOLIDAY SCHEDULE

A. **Number of Holidays**

Employees shall be entitled to seventeen (17) paid holidays in accordance with the school calendar.

B. Prior to adoption of the Holiday Schedule, the Union will be notified and given an opportunity to review said schedule to insure inclusion of all previously listed holidays. Upon adoption of the Holiday calendar, The Newark Public Schools shall supply all employees with a copy within twenty (20) days after the District's approval.

C. Should a holiday occur on an employee's regularly scheduled day off, that employee shall be entitled to his/her regular rate of pay (also known as "holiday pay") and an additional day off following the holiday. All employees are required to work the last scheduled working day before and the next scheduled working day following the scheduled holiday. (EXCEPTION: Personal day, vacation day, extended sick leave, hospitalization or any sick day supported by medical documentation). If an administrative day falls on either the day before or the day after a holiday, the above-mentioned reporting requirement shall be waived for that day. Failure to report before or after the scheduled holiday shall result in loss of pay for the occurrence.

D. Security personnel whose normal work week includes the District's approved holiday shall be required to work on that holiday, and shall receive the next scheduled work day off as a substitute holiday.

ARTICLE XV

VACATION

Section 1 **Vacation/Notification Schedule**

Within fifteen (15) working days of an employee's request for vacation, the employee is to be notified of its approval or disapproval by his/her immediate superior. No employee shall be required to reschedule his/her vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the employee's appropriate director.

If, for reasons beneficial to the Newark Public Schools, an employee must cancel his/her approved vacation, in whole or in part, the employee shall have the right to defer and carryover the appropriate vacation time for one additional year only. Whenever vacation schedules conflict, seniority shall prevail.

Section 2 Entitlement

The vacation schedule shall be based upon the employee’s length of service.

After attaining over:	One (1) year of service	12 days
	Seven (7) years of service	14 days
	Ten (10) years of service	15 days
	Twelve (12) years of service	16 days
	Seventeen (17) years of service	20 days

All employees with over fifteen (15) years of service shall be credited, in advance, with his/her vacation entitlement each July 1st for the duration of this agreement. All other employees shall have his/her vacation days credited based upon the aforementioned schedule.

Section 3 Vacation Injury/Illness

A member who, while on vacation, has suffered a disability due to injury or illness shall have, upon the member’s request and upon approval of the employee’s supervisor, sick days substituted for vacation days for each day of such disability or restriction. Such approval will be permitted only for multiple days of illness or disability involving hospitalization or serious illness verified by a physician.

Section 4 Additional Days Off

If requested by an employee, and if approved by the employee’s Director, additional days off for personal use may be taken from time to time and charged to the employee’s earned vacation.

It is agreed that the employee must give the Newark Public Schools a three (3) days notice in advance before reporting off on such days.

Section 5 Vacation Pay

Any employee covered by this Agreement shall be entitled to receive vacation pay on the regular pay day immediately preceding the employee’s scheduled vacation. In order to receive such vacation pay as described above, the employee shall file a request with his/her department supervisor for receipt of such pay, giving thirty (30) days notice. If the employee receives notice of approval of the requested vacation less than thirty (30) days prior to the requested vacation period, the

request for pay shall be filed upon receiving said notice of approval. The request for vacation pay shall be approved by the employee's departmental supervisor.

Section 6 Vacation Pay Upon Severance

In the case of severance from the job for any reason, including retirement; any accumulated vacation time shall be paid in a lump sum or the effective date of severance shall be scheduled in order to afford the employee time in which to avail himself/herself of such accumulated time. The details of payment must be in accordance to the time limits and laws.

ARTICLE XVI

FRINGE BENEFITS

Section 1 **General Provisions**

The Newark Public Schools agrees to make available to all employees in the units, without cost, a program of hospitalization, medical-surgical benefits, and major medical insurance. Such a program shall, for the duration of this Agreement, not be reduced in terms of such benefits as are available through Horizon State Health Benefits/Blue Cross and Major Medical Insurance, including Dental, Optical and Prescription Benefits.

The Newark Public Schools agrees to provide the Union with a choice of Dental and Vision care plans that include both an open and closed panel. The Newark Public Schools and Union agree to form a committee to formulate the closed panels for both Dental and Vision Care plans within two (2) weeks of the signing of this agreement.

The available program shall cover up to full family protection for each employee based on the family and marital status.

The Newark Public Schools retains the right to change carriers as long as the benefits provided by said carrier are equal to or better than those provided for herein.

Section 2 **New Members**

Employees serving in the ninety (90) days working test period for promotion will not be eligible for any benefits under this section until after completion of the ninety (90) days. New employees will not be eligible for any benefits under this section until they have completed thirty (30) working days, and have submitted all the necessary application forms for such benefits. The Newark Public Schools shall not be responsible for coverage for any employee who has not submitted the proper application and verification forms for such benefits.

Section 3 **Optical and Prescription**

The Newark Public Schools agrees to provide employees in the bargaining units with the same benefits that are presently in force. Co-payment for the prescription plan shall be \$5.00.

ARTICLE XVII

TRANSFERS

Section 1

Employees of the units who wish to make application for transfer or reassignment to any existing vacancies, shall submit such application in writing to the appropriate Personnel Director of his/her designee.

Section 2

Upon written request, the Division of Human Resource Services shall furnish, within ten (10) working days, to the Union and to the employee who has been involuntarily transferred, a written explanation of the specific reason for transfer.

ARTICLE XVIII

WAGES

Section 1

The employees in this bargaining unit shall receive salary increases in accordance with the salary schedules attached to this Agreement (see appendix). Step advancement occurs on July 1st of each year. To qualify for step advancement an employee must have been on his/her current step for six (6) months or more.

Salary increases for employees who were on step 6 or off-step before July 1, 2005, shall be as follows during the term of the contract:

Effective July 1, 2005	2.75%
Effective July 1, 2006	3.0%
Effective July 1, 2007	3.25%

Step progression during the term of the contract is shown in Appendix B. Effective June 30, 2006, Step 6 shall be the highest step to which an employee may advance.

Section 2

All employees in the bargaining units will receive their paycheck by 10:00 a.m. on payday. If a holiday should fall on a payday, the Newark Public Schools will make every attempt to distribute the checks no later than 10:00 a.m. on the last working day before the holiday.

Section 3

The Newark Public Schools will make every attempt to pay retroactive salary increases to bargaining unit members, by a separate check.

Section 4

- A. The current practice of granting longevity pay to employees with twenty (20) years of service and again at attainment of twenty-five (25) years of service shall continue.
- B. The longevity amount shall be the dollar value between steps five (5) and six (6) on the 1998-99 salary schedule for each job classification. Employees who currently receive longevity payments that exceed the specified amounts will retain the higher amount.
- C. Eligibility for longevity pay shall occur on July 1st of each year following completion of the required years of service. Completion of the required years of service shall occur on July 1st preceding the employee's date of hire if the employee's date of hire occurs between July 1st and December 31st. Completing of the required years of service shall occur on July 1st following the employee's date of hire if the employee's date of hire occurs between January 1st and June 30th.

Section 5

The Union agrees to a one-week (5 days) hold back of pay to all current employees, provided that it shall not take effect unless all Newark Public Schools' employees are included in the hold back.

ARTICLE XIX

TERMINATION PAYMENTS

Section 1

Sick Leave Sell Back Upon Retirement

- A. Employees who retire and have not made application for, nor been granted, the terminal leave benefit shall be eligible to convert accumulated sick leave on the following basis:

1. For the first fifty (50) days accumulated, one (1) day pay for each four (4) days accumulated, said one (1) day compensable at 1/260th of the rate of pay for said employee.
 2. Effective July 1, 2007, for a total number of sick days between fifty-one (51) to one hundred and fifty (150) days, one (1) day for each three (3) accumulated days, said days compensable at the rate of one hundred twenty-five (\$125.00) dollars each.
 3. Effective July 1, 2007, for all accumulated sick days between one hundred fifty one (151) days and up to the maximum of three hundred (300) days, one (1) day for each two (2) accumulated days, said days compensable at the rate of one hundred dollars (\$100) each.
- B. All converted sick leave shall be deducted from the total number subject to conversion at: (1) the end of the school year or (2) upon retirement.
- C. At no time shall any employee be eligible to receive both a terminal leave benefit and compensation for any conversion of sick time at retirement.

ARTICLE XX

JOB INJURY/CIVIL CRIMINAL ACTION

Section 1 **Job Injury**

Whenever any employee in the bargaining unit is absent as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the Newark Public Schools shall:

Pay to such employee the full salary and benefits on a regular basis for the period of such absences for up to one (1) calendar year without having such absence charged to annual sick leave or accumulated sick leave, or vacation time, in accordance to the provisions of NJ Statutes XI and N.J.S.A. 11:24A-4.

Section 2 **Civil and Criminal Action**

The Newark Public Schools recognizes that the employees in the units are covered by the indemnity provisions as provided by law and such amendments thereto by the Legislature in terms of indemnity against civil action and certain criminal action.

ARTICLE XXI

SUSPENSIONS AND DISCIPLINARY ACTION

Section 1

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee or any intent to invoke disciplinary action upon said employee may be processed by that employee as a grievance.

In all matters where disciplinary action is contemplated, the Newark Public Schools shall supply the employee and the Union office with the charges and any written documentation submitted no less than five (5) days prior to the scheduling of any disciplinary hearing.

Section 2

Except in the case of an act of violence, criminal intent, bodily harm or similarly egregious circumstances, an employee shall not receive any disciplinary action unless:

1. Verbal Warning is advanced.
2. A notice of warning is given, and a copy of such warning is sent, at the same time to the Union office.

Section 3

- A. If the Newark Public Schools or any authorized agent of the Newark Public Schools has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public. A member of the units who receives a verbal or written administrative order to report to the Division of 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 employee's request. If, during the course of a discussion between an employee and a representative of the employer, a matter should arise which would lead to a question of discipline, suspension or discharge, the employee may, at that time, request such Union representation.
- B. The employee shall receive a copy of all materials regarding his/her conduct, service, character, or personality which are to be placed in his/her file. He/she shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed and does not necessarily indicate agreement with its content.
- C. The employee shall have the right to answer in writing any material filed, and such answer shall be attached to the file copy.
- D. Upon request, the employee shall be permitted to examine his/her file.

- E. The employee shall be permitted to reproduce any material in his/her file, at his/her cost.
- F. All employees, whenever summoned by a superior to discuss matters involving contemplated disciplining of said employee, shall have the right to refrain from such discussion until a representative of the Union is present; and no such disciplinary penalty will be effectuated prior to such discussion except in an emergency situation.
- G. The Newark Public Schools agrees to continue its policy of treating personnel files as confidential.

ARTICLE XXII

SENIORITY

Section 1 Definition

Seniority is defined as employment based on the length of continuous service with The Newark Public Schools within the title, from the date of hire and rank, except for lay-off as defined by the N.J. Department of Personnel.

Section 2 Seniority Lists

A seniority list shall be made available to the Union twice a year, January 1 and July 1, showing the date of hire and rank or last date of rehire of all employees in the bargaining units. Seniority shall prevail in all matters where a preference may be established as provided by New Jersey Department of Personnel Rules and Regulations.

Section 3 Probationary—Provision

Probationary Period

The Newark Public Schools and Union agree that everything contained in this section refers to Permanent appointments only. Further, permanent employees who do not successfully complete their probationary period shall have recourse to the New Jersey Department of Personnel.

Any individual assigned or promoted to a higher promotional position shall be deemed on trial in such position. The individual's status in that position may be subject to periodic evaluations.

If, the employee fails to qualify for the new job within the probationary period, as prescribed by New Jersey Department of Personnel he/she shall be returned to his/her former classification and shall assume seniority and salary as if the person

had been in continuous employment within that classification. Any provisional employee so returned to his/her former classification shall have recourse to the grievance procedure solely regarding the notice and procedural aspects of the Newark Public Schools' actions.

A permanent employee so returned to his/her former classification shall have recourse through the New Jersey Department of Personnel.

No employee shall have recourse to the grievance procedure to challenge the Newark Public Schools substantive determination that the employee failed to qualify for the new job within the probationary period.

An employee shall, on the workday immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hire.

ARTICLE XXIII

JOB DESCRIPTIONS

Section 1 The Union shall be entitled to all current and up-to-date Bargaining Unit's job descriptions.

Section 2 Whenever a present job description is modified or a new job description is created; the Newark Public Schools shall provide a copy of said job description to the Union within thirty (30) days of receipt by the Newark Public Schools from New Jersey Department of Personnel.

ARTICLE XXIV

TRAVEL ALLOWANCE/PERSONAL VEHICLES

Section 1 Any member of the bargaining units who may be called upon to travel from his/her assigned station to another installation for carrying out his/her duties shall be compensated by the Newark Public Schools for his/her cost of travel within thirty (30) days of receipt of a properly signed and approved service order, voucher, and required travel authorization, unless he/she is transported by the Newark Public Schools.

Section 2 The District shall provide umbrella coverage of its own, which shall protect the employee beyond the coverage, provided by his/her own insurance coverage, while utilizing a personal vehicle for District business. No employee shall be compelled to use his/her personal vehicle for District business.

- Section 3
- A. Employees who are required to travel in the course of their duties and responsibilities for the performance of official Board business shall be entitled to travel reimbursement.
 - B. Travel reimbursement shall be at the rate established by the I.R.S.
 - D. For the purposes of computation, the departure point shall be the individual's work location.
 - E. Requests for reimbursement of toll and parking costs shall be supported by submission of receipts.
 - F. Requests for travel reimbursement shall be made by completion of Board established forms for this purpose.
 - G. Employees who receive a monthly travel allowance in lieu of the I.R.S. 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 of their personal vehicle in the performance of their duties.

ARTICLE XXV

AVAILABILITY OF CONTRACT

The Newark Public Schools and the Union shall have 400 copies of the contract printed, expenses to be borne equally by the Newark Public Schools and the Union. The Union shall arrange for the printing of the Contract and bill the District.

ARTICLE XXVI

WORKING IN HIGHER TITLE

Any employee assigned to work in a job classification which is higher than the job classification which they are presently employed, shall be compensated at the rate of pay assigned to the higher position. Effective May 1, 2003, qualification for this pay shall be based on filling the vacancy for five (5) consecutive work days.

In the event the employee assigned to work in a higher title as described in paragraph one is approved, and works overtime, performing the duties of the higher title, he/she shall be paid overtime at the higher rate.

All assignments to work in a higher title shall be made in writing by the immediate supervisor and approved by the appropriate department head.

The rate of pay for the temporary setup to a higher job title shall be at a step on the guide that is at least one thousand dollars (\$1000) above the amount that the setup employee earned prior to the temporary setup. The employee who is assigned to work in the higher job classification shall work in the higher assignment until either the incumbent in the position returns to work or the employee who is temporarily assigned is disqualified for performance reasons. Prior approval by the employee's Director is required before an employee is temporarily placed in a higher title.

ARTICLE XXVII

POSITION STATUS/PROMOTION

Section 1

In the event any new position in the field covered by the employees of the units are opened up, whether promotional or otherwise, the following steps shall be taken in affording all employees the opportunity to compete for such positions.

- A. Notice of all openings shall be posted for a minimum of ten (10) working days. All notices of posting of positions that are vacant, new positions or promotional positions shall be sent to the Delegate at his/her Board office prior to posting. The notice of all vacancies shall clearly state all qualifications, descriptions, requirements, duties and other pertinent information respecting the vacancy. It shall also include the salary to be paid in such a position.
- B. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary should be included.
- C. All employees in the units shall have full and equal opportunity to compete for any such positions; bargaining unit members shall have first preference. Preference is defined as being first in the procedural order of consideration. In all cases where promotional New Jersey Department of Personnel lists are complete, bargaining unit members may be selected. In the event of an incomplete promotional list the Newark Public Schools may select from the open competitive list pursuant to New Jersey Department of Personnel Rules and Regulations.
- D. Seniority shall be one of the factors considered in all promotional appointments pursuant to New Jersey Department of Personnel Rules and Regulations.
- E. Where no New Jersey Department of Personnel certification exists, the Newark Public Schools shall post said position before selecting a candidate. An employee not selected for said position shall be given a written explanation stating the reason(s) for rejection.
- F. All applications submitted by employees shall be acknowledged as received, in writing, by the Division of Human Resource Services.

- G. In the event the Newark Public Schools abolishes a title within the bargaining units, the Union shall be notified at the same time as the affected employee. The Newark Public Schools shall then make every effort to place employees who are affected by this abolishment in another position based on their individual qualifications, seniority, availability of the position, review of attendance and tardiness records as well as past work performance.
- H. In the event the New Jersey Department of Personnel should reclassify an employee's title, the Union shall be notified in writing by the Newark Public Schools, within twenty (20) days from the date of notification from the New Jersey Department of Personnel.
- I. Any employee who is demoted shall be placed at the most comparable salary step of the former position.

Section 2 All vacancies not covered by the above section shall be awarded on the basis of New Jersey Department of Personnel Rules and Regulations.

Section 3 A. Any employee who has passed a promotional examination for a position where a provisional employee is presently employed shall be hired in that title, so long as the employee has been certified on a complete list and is eligible for appointment pursuant to the New Jersey Department of Personnel's "rule of 3". If more than one employee has passed the promotional examination and meets the required conditions, the position shall be filled from among these employees.

Any employee who has passed a promotional examination for a position where a provisional employee is presently employed shall be hired in that title if the employee has been certified on an incomplete list and is eligible for appointment pursuant to New Jersey Department of Personnel rights and regulations. The District cannot be required to appoint off an incomplete list.

All such appointments are subject to the New Jersey Department of Personnel's established working test period.

All such appointments must not contravene New Jersey Department of Personnel rules and regulations.

This section shall not apply if an appointment is made in accordance to Paragraph 4.

- B. In the case where a permanent employee is promoted, but does not successfully complete the probationary period, the employee shall be returned to his previous job classification without loss of seniority.

- C. This shall not bar the Newark Public Schools from taking disciplinary action where necessary. All rights of the parties in such action are reserved to them.

Section 4

- A. Any permanent employee serving in a provisional position, who passes a promotional examination for the work title in which he/she is employed and is certified on a complete list and is eligible for appointment pursuant to the New Jersey Department of Personnel rules "Rule of 3" shall be given first preference for the position. Preference is defined as being first in the procedural order of consideration.
- B. Any permanent employee serving in a provisional position, who passes a promotional examination for the work title in which he/she is employed and is certified on an incomplete list and is eligible for appointment pursuant to New Jersey Department of Personnel rules and regulations, shall be appointed to the position.
- C. All such appointments are subject to the New Jersey Department of Personnel's established working test period.
- D. All such appointments must not contravene New Jersey Department of Personnel rules and regulations.

Section 5

Any bargaining unit member who is promoted to a higher title covered by this Agreement shall be granted a salary adjustment of a minimum of one thousand dollars (\$1,000) above the base salary prior to promotion, when placed on the salary schedule for the new title. At no time, shall the adjustment and resulting placement on the salary range for the new title exceed the established salary range.

ARTICLE XXVIII

REDUCTION IN FORCE

The Newark Public Schools agrees to give provisional employees fifteen (15) working days notice when a REDUCTION IN FORCE is to take place.

In the event of lay-off, permanent employees shall be laid-off and re-hired according to New Jersey Department of Personnel rules and regulations.

Every effort will be made to reinstate provisional employees, but they shall not have inherent right to be recalled.

ARTICLE XXIX

CLOTHING ALLOWANCE

Section 1 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 within six (6) months 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.

The employee shall provide a receipt within thirty (30) calendar days of purchase.

Section 2 Uniform Allowance shall be as follows:

- (a) Security Personnel \$425
- (b) Cafeteria Personnel \$325

All employees currently receiving special clothing, including all necessary protective clothing, shall continue to receive the same.

Section 3 Security personnel shall be required to purchase items designated by the Director of Security Services.

Security personnel shall be required to wear the full uniform as directed by the Director of Security Services.

ARTICLE XXX

SCHOOL BUILDINGS

Section 1 Access to Building

The Newark Public Schools will make every reasonable effort to ensure employee's entrance into buildings and site locations. In the event that the Newark Public Schools' effort to permit employees to successfully enter the building or site location or to be appropriately reassigned are not successful, said employee shall incur no loss of salary. The aforementioned statement should in no way be interpreted as Union's refusal to cross picket lines.

Section 2 Bulletin Boards

The Newark Public Schools shall provide the Union with glass enclosed, secured bulletin boards on each floor of the Central Office. The Executive Director of Human Resource Services shall have the right to post notices, after obtaining Union approval, on the bulletin boards that are relevant to bargaining unit employees. There shall be two keys; one for the Executive Director of Human Resource Services and one for the Union Delegate.

The Newark Public Schools and the Union agree that at no time shall the bulletin boards be used for posting any materials which are unethical, unprofessional, or in violation of the law.

The Executive Director of Human Resource Services will send a copy of the material to the Union Delegate at his/her office at least twenty-four (24) hours prior to such material being posted. In the event of a dispute regarding the materials the Newark Public Schools seeks to post, the materials shall not be posted until a resolution is reached.

ARTICLE XXXI

BOARD MEETINGS

The Newark Public Schools shall make available to the Union Delegate at his/her Board office three (3) copies of the Agenda of each Board meeting twenty-four (24) hours prior to each Board meeting or at the same time when such copies of the Agenda are made available to other bargaining units, whichever is sooner. The Union shall be allowed a period of ten (10) minutes to present at the conference meeting its views, providing it requests permission in accordance to Board Rules and Regulations.

ARTICLE XXXII

LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee consisting of representatives of the OPEIU, Local 32 and the Executive Superintendent shall be set up for the purpose of reviewing issues of common interest.

Said Committee shall meet quarterly and a schedule shall be mutually agreed upon between the Union and the Executive Superintendent at the beginning of each Union contract year.

The Union agrees that the meetings shall not be used to discuss any matter that is currently in Arbitration. The Newark Public Schools and the Union agree that they will submit a proposed agenda at least five (5) working days prior to the meeting. The Union's copy of the agenda is to be sent to the Newark Public Schools office of the Union Delegate.

Either side shall have the right to reject a discussion of a subject on the agenda, with an explanation given.

ARTICLE XXXIII

CONFORMITY TO LAW AND SAVING CLAUSE

The District and OPEIU Local 32 may mutually agree to reopen this contract prior to its termination for the purpose of negotiating over all matters in the school budget for the successor agreement. In the event any provision or segment of a provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

ARTICLE XXXIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement and neither party shall be required to negotiate on any subject unless mutually agreed to do so.

ARTICLE XXXV

UNION PRIVILEGES AND RESPONSIBILITIES

Copies of all policies, procedures, rules, regulations and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Delegate at his/her Board office within twenty-four (24) hours of their promulgation.

The Union may use the Newark Public Schools' mail or message routing system and may use Board mailboxes. The Union shall pay for its own postage and stationary.

ARTICLE XXXVI

PROFESSIONAL IMPROVEMENT FUND

Section 1 The Newark Public Schools shall establish an O.P.E.I.U. Professional Improvement Fund, based upon budgetary limitations, to be made available to the Union members for expenses incurred for the attendance at: accredited colleges, conventions, conferences, workshops, or other job related events which may promote professional improvement. Such attendance shall be permitted without any loss of wages or personal days.

Section 2 Available Funds

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. Unspent amounts shall carry forward to the next year.

Section 3 Tuition Reimbursement

- A. Effective July 1, 2007, a Union member shall be limited to three (3) undergraduate courses or three (3) graduate courses per year. Payment for said courses shall be at the undergraduate Rutgers State College credit rate. The maximum amount per year per Union member for tuition and professional improvement shall be \$2000.

- B. Union members who accept tuition reimbursement must continue to be employed by the Newark Public Schools for a minimum of three (3) full years beyond the date of the most recent tuition reimbursement. Failure to be employed for three (3) full years, beyond the date of the last tuition reimbursement will lead to a requirement that the Union member repay the Newark Public Schools for all the tuition reimbursement monies she/he received in the three (3) years immediately preceding his/her termination of employment. Voluntary termination or discharge for cause, payback will be prorated based on months worked after last course that is taken.

- C. In the case of layoffs, no such payback is required.

Section 4 Application And Authorization

The review and approval of applications for such attendance and the amount of funds to be authorized shall be determined jointly by a committee which shall consist of:

- A. Two (2) representatives of the Union.

- B. Two (2) representatives appointed by the Newark Public Schools.

At least one (1) member from each side must be present to conduct a meeting.

Each member selected shall serve for a period of one (1) year, such service may be renewable. The Committee shall meet once per month to review and act upon applications of Union members. All approvals shall require at least one (1) favorable vote from each side. Meetings should be held as deemed necessary by the Fund chairperson to avoid delay in approving/disapproving applications.

Section 5 General Policy

The funds allocated for professional improvement shall be disbursed through the Office of Staff Development in concert with the Professional Improvement Funds Committee according to the following guidelines:

- A. That the funds be available to all bargaining unit members.
- B. That the funds be used to defray the expenses for participation at meetings, workshops, conferences, etc.
- C. That the funds shall not be used for attendance at any Union, political or religious conferences or conventions.
- D. Prior to submission for formal action by the Professional Improvement Fund Committee, the applicant must receive approval by his/her immediate supervisor. Approval by the supervisor shall not be unreasonably withheld.
- E. Applications to be considered for approval must be submitted to the Professional Improvement Fund Committee at least thirty (30) days before the day of the event. All applications must be completed and signed by the applicant and the applicant's immediate supervisor.
- F. Applications shall be numbered and processed in the order in which they are received. A Union member may apply for more than one (1) application per fiscal year based upon the discretion and consensus of the Professional Improvement Fund Committee.
- G. Allotment shall be governed by the length of time of the event, cost of transportation, registration fees and other expenses. Any registration fee over (\$100) will be advanced by the Committee consistent with Regulation #4133. Any such advance shall be repaid by the applicant if the member fails to attend said event.
- H. Applicant will be in default if receipts are not received within thirty (30) days of return.

I. REIMBURSEMENT CRITERIA

1. Reimbursement for attendance at conventions, conferences, workshops or meetings shall be contingent upon the amount of the registration fees; room, board and transportation incurred during such attendance and shall be consistent with Board established criteria (Regulation #4133 effective March 3, 1991).
2. The maximum reimbursement permitted for each union member per fiscal year shall be two thousand dollars (\$2000), funds permitting.
3. The maximum reimbursement shall be subject to change at the inception of each fiscal year. It shall be contingent upon the availability of funds and upon consent of the Professional Improvement Committee.
4. In the event that the allotted funds have been expended, The Newark Public Schools may grant professional time off in lieu of Professional Improvement Fund reimbursement for attendance at conventions, conferences, workshops or meetings.

ARTICLE XXXVII

REOPENING PROVISION

The District and OPEIU Local 32 may mutually agree to reopen this contract prior to its termination for the purpose of negotiating over all matters in the school budget for the successor agreement. Any Agreement reached relative to the employee's salaries, fringe benefits, working conditions and related matters shall be reduced to writing and shall be signed by the Newark Public Schools and the Union.

Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree.

ARTICLE XXXVIII

DURATION

This agreement and each of its provisions, unless specifically dated, shall be binding upon the parties as of July 1, 2005 and shall continue to remain in full force and effect until June 30, 2008, or until such time as a new agreement is reached.

STATE OPERATED SCHOOL

LOCAL 32, OPEIU, AFL-CIO

Marion A. Bolden
State District Superintendent

Allen Byron
Secretary/Treasurer

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

Will Kelly

Raymond A. Cassetta
Labor Consultant

Dorothy Stoudemire

Valerie Wilson
Assistant School Business Administrator

Melanie Daniels

Michael Cooper

Date: _____

Date: _____

APPENDIX A

SALARY GUIDE MOVEMENT

APPENDIX A

SALARY GUIDE MOVEMENT

