

MEMORANDUM OF AGREEMENT

BETWEEN

NEWARK BOARD OF EDUCATION

And

SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 617

April 9, 2018

The undersigned members of the bargaining teams for the Newark Board of Education and Service Employee International Union, Local 617, agree to recommend the following to their respective sides for ratification. The following is subject to ratification.

1. All bargaining proposals of both sides that are not included herein are withdrawn.
2. All prior agreements are included in the two documents that are attached to and incorporated in this MOA.
3. Effective July 1, 2018, all Tier 2 wages will be adjusted to exceed the per diem rate by advancing employees up the steps. Per diems moving to provisional positions will receive a pay increase.
4. Effective as soon as possible following ratification, permanent and provisional employees who are on the Newark Board of Education payroll as of the date of ratification, who are represented by Local 617, shall receive a fifteen hundred dollar (\$1,500.) one-time non-pensionable stipend. Permanent/provisional employees who have not been on the payroll for the full two (2) years but are still employed on the date of ratification shall receive a pro-rate portion of the \$1,500 based on the number of full months worked since their date of hire in lieu of retro pay for the period from July 1, 2016 to June 30, 2018.
5. Effective July 1, 2018 permanent /provisional employees shall receive a wage increase of seventy-cents (.70) per hour. Wage increases shall go onto salary guides.
6. Effective July 1, 2019 permanent/provisional employees shall receive a wage increase of seventy-cents (.70) per hour. Wage increases shall go onto salary guides.
7. Effective July 1, 2018 the hourly rate for per diem employees will be \$15.60.
8. Effective July 1, 2019 the hourly rate for per diem employees shall be increased to \$16.20.
9. Per Diem employees who are disciplined will receive a written notice of the discipline with a copy to the Union. A meeting will be held upon request from the employee. The written notice will be sent within five (5) work days of the discipline and will include a meeting date.
10. Effective as soon as possible all PPO insured employees will be moved to the NPS PPO 20/20 medical insurance plan and the prescription co-pays shall be \$0 generic and \$20 brand.
11. Uniform allowance:

- a. Permanent and provisional employees shall receive the following increases to their uniform allowance:

2018-2019 school year - \$20.00 increase

2019-2020 school year - \$20.00 increase

- b. Per Diem employees shall receive the following uniform allowance:

*If the per diem employee worked fifty (50) days since his/her date of hire

before 2/1 - \$200 after that in October - \$530

*if 50 days worked since date of hire

after 2/1 - \$200

then \$200 in October

then \$530 in the following October and after

All uniform allowances will be paid in a separate check if possible. Taxable no receipts required.

12. Bilingual Security Guard rate charts will be corrected but no current employee will have
c. a wage reduction as a result.

Article II Section 5

Effective February 1, 2018, the Union will be notified, in advance of the date on which new employees will be "on-boarded." The Union will have the right, upon advanced notice to Benefits Services, to have a representative at the "on-boarding" meeting. The Union representative will be given time at the end of the meeting to address new employees who will be represented by the Union. For all new hires, upon the issuance of their first paycheck, the District shall provide the Union with the employee's name, address telephone number, department, job title and school/location assignment.

Article IV Grievance Section 2 Step 3

If no satisfactory resolution of a Step 2 grievance is reached within five (5) working days, the grievant or the Union will appeal the decision at STEP 2 to the Executive Director of the Labor and Employee Relations Department, who shall within five (5) days conduct a conference with the employees and a Union representative to review the grievance. The Executive Director of the Labor and Employee Relations Department shall submit a written decision on the grievance to the employee and the Union.

Article XXVI Miscellaneous Section 16 Tuition Reimbursement

- A. All employees with permanent civil service status in some position within this unit will be eligible for tuition reimbursement for undergraduate programs that are:

1. Part of a program leading to an Associates or Bachelor's degree; and
2. In a program in which the employee is matriculated; or
3. Courses that are directly related to the employee's duties with the school district
4. Permanent, provisional and per diem security guards shall be eligible for tuition

reimbursement for SORA training conducted by an accredited SORA training agency.

In the event that the District offers SORA training in-house the security guards listed above may enroll. Acceptance into the in-house training course will be by District seniority.

B. The Newark Public Schools total cost for tuition reimbursement shall be limited to ten thousand dollars (\$10,000) per school year including spending for the SORA program. Spending for the SORA program shall not exceed five thousand dollars (\$5,000) per school year

13. Duration – 4 years July 1, 2016 to June 30, 2020.

14. All provision of the 2013-2016 Agreement that are not modified herein will be included in the successor Agreement.

**FOR THE NEWARK BOARD OF
EDUCATION**

/s/ Raymond Cassetta
Raymond Cassetta

/s/ JoAnne Y. Watson, Esq.
JoAnne Y. Watson, Esq.

/s/ Xiomara Alvarez
Xiomara Alvarez, Esq.

**FOR LDFS JOINT BOARD
W.U./SEIU, LOCAL 617**

/s/ Megan Chambers
Megan Chambers

/s/ Susan Jennik, Esq.
Susan Jennik, Esq.

/s/ Yadhira Alvarez
Yadhva Alvarez