

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

**-and-**

**LOCAL 68-68A-68B**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS**

**July 1, 2011 to June 30, 2013**

**OFFICERS**

**PRESIDENT**

Edward P. Boylan

**BUSINESS MANAGER**

Thomas P. Giblin

**RECORDING – CORRESPONDING  
SECRETARY**

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**BUSINESS REPRESENTATIVE**

Salvatore Costanza

**DISTRICT NEGOTIATING TEAM**

Raymond A. Cassetta

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Carlos Edmundo

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**LOCAL 68 NEGOTIATING TEAM**

Salvatore Costanza

Henry Clark Jr.

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**PREAMBLE**

**WHEREAS**, The State Operated School District of the City of Newark, in the County of Essex, New Jersey seeks to promote and maintain mutually harmonious relations between the State Operated School District and those of its employees who are represented by the International Union of Operating Engineers 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 the “New Jersey Employer-Employee Relations Act” (N.J.S.A. 34:13A-1 et seq); and

**WHEREAS**, the State Operated School District is subject to the rule and regulations of the New Jersey Department of Personnel as set forth in Title 11A, N.J.S.A.; and

**WHEREAS**, the parties hereto N.J.S.A. 34:13A-1 et seq agreed to enter into an agreement which shall not be inconsistent with the aforesaid or the rules and regulations of the New Jersey Department of Personnel, or Title 18A, and the rules and regulations of the New Jersey State Board of Education and;

**WHEREAS**, the International Union of Operating Engineers, Local 68, 68A, 68B, represents a majority of the employees herein certified as an appropriate unit for the purpose of collective negotiations.

**NOW, THEREFORE, THIS AGREEMENT** is made and entered into effect as of the last day of July, Nineteen Hundred and Ninety-Five, by and between:

**THE STATE OPERATED SCHOOL DISTRICT OF IN THE COUNTY OF ESSEX  
(Hereinafter referred to as the “Newark Public Schools”)**

**And**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 68, 68A, 68B  
(Hereafter referred to as the “I.U.O.E.)**

**ARTICLE I**  
**RECOGNITION**

**Section 1**

The Newark Public Schools hereby recognizes the I.U.O.E. as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all employees of the Newark Public Schools employed under the classifications of Senior Custodian and Custodian.

**Section 2**

Unless otherwise indicated, the term “employee” when used in this agreement refers to all persons represented by the I.U.O.E. in the defined negotiating unit.

**ARTICLE II**  
**I.U.O.E. MEMBERSHIP**

**Section 1 – Continuance of Membership**

- A. All present employees who are members of the I.U.O.E. on the date of execution of this agreement may remain members of the I.U.O.E.. All new permanent employees who are hired during the term of this agreement may become and remain members of the I.U.O.E. The Newark Public Schools or any of its staff shall in no way or form interferes with or discourages either the solicitation of membership by the I.U.O.E., or the maintenance of membership in the I.U.O.E. by any of its employees in this unit.
- B. Non-bargaining Unit Personnel: Only employees in this bargaining unit shall perform the work as described in the New Jersey Department of Personnel job specifications applicable to the members of this unit.

**Section 2 – Dues Deductions**

- A. The Newark Public Schools shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each employee. The total monthly amount so deducted shall be forwarded regularly to the officer of the I.U.O.E. duly authorized to receive such payment.
- B. In the event the dues and/or agency fees that have been deducted from the employees’ paychecks have not been received by the Union in full within forty-five (45) days from the end of the month during which the dues and/or fees were deducted the Union may by-pass the intermediate steps of the grievance procedure and file directly for arbitration.

**Section 3 – Agency Shop**

- A. The Newark Public Schools and the Union agree that effective July 1, 1980 the Newark Public Schools shall deduct the sum of eighty-five percent (85%) of the rate of the Local 68 union dues from each and every non-union member of the bargaining unit represented by Local 68 and shall remit this agency shop fee to Local 68 on a monthly basis.
- B. The Newark Public Schools agrees to deduct and transmit the agency shop fee of 85% from those employees in the title of Per Diem Custodian.
- C. If an employee outside of this bargaining unit works in a title covered by this agreement, that employee shall be required to pay a representation fee to I.U.O.E., Local 68.

The employee shall be deducted the amount of \$20.00 per month for a minimum of one (1) actual days work in the higher title during that month.

This representation fee deducted for any one (1) month therein shall not exceed the current agency shop fee paid by bargaining unit members.

Employees paying representation fees shall be entitled to proportionate representation by Local 68 as necessary.

It shall be understood and agreed by the Union that the present system of monthly dues/agency shop deduction shall not be changed in any way as a result of this agreement.

- D. The district shall deduct Agency Shop fees thirty days after the Employees’ hire date.

**Section 4 – Non-Discrimination**

The parties shall not discriminate against any employee or applicant for employment, or membership in the I.U.O.E., or representation by the I.U.O.E., because of race, color, creed, religion, national origin, ancestry, sex, marital status, social or economic status, physical handicap or sexual orientation. No employee shall be discriminated against or interfered with because of proper I.U.O.E. activities or non-membership in the I.U.O.E.

Whenever the term “her” or “his” is used in this agreement, it is intended to apply to either gender, and is used for convenience.

**Section 5 – Initiation Fees**

The Newark Public Schools agrees to deduct initiation fees from new employees covered by this agreement.

The Union shall provide written notice to the Newark Public Schools, along with signed authorization from the employee no later than thirty (30) days after the employee is hired.

Deduction of initiation fee shall begin with the second pay period of the month after the notice described above is received.

The initiation fee shall be deducted in four (4) equal installments, one installment each in four (4) pay periods, and shall be remitted to the union by established dues deduction procedures.

The Union agrees that it shall be the employees responsibility to complete payment of initiation fees, or any part thereof directly to the union, if he/she does not receive a pay check due to circumstances beyond the Newark Public Schools control.

### **ARTICLE III**

#### **BULLETIN BOARDS**

Subject to prior approval of the State District Superintendent or designee, which approval shall not be unreasonably withheld, the Newark Public Schools shall permit the I.U.O.E. appropriate use of bulletin boards customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate I.U.O.E. business and activities and other appropriate notices with respect to the welfare of employees in this unit. The I.U.O.E. agrees that at no time will such space be used for posting any materials which are unethical, unprofessional, or violation of law.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURES**

##### **Section 1 – General Procedures**

###### **Definition:**

A grievance is defined as a complaint or dispute by an employee in the unit with the Newark Public Schools or any agent of the Newark Public School with administrative or supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this agreement.

###### **Step 1**

In the event that any grievance should arise between an employee and his immediate supervisor or supervisors, the individual involved shall present the grievance informally to the supervisor most immediately involved and every effort shall be made to resolve the grievance informally.

## **Step 2**

If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned supervisor who shall respond in writing to the written grievance and who shall forward copies of his response to the I.U.O.E. and the State District Superintendent or designee.

## **Step 3**

If no satisfactory resolution of a Step 2 grievance is reached within ten (10) working days the grievant or the I.U.O.E. may appeal the decision to the State District Superintendent. The State District Superintendent will designate a Hearing Officer within ten (10) working days. A conference will be conducted within ten (10) days with the grievant to review the grievance.

The designated Hearing Officer shall make a written report and recommendations to the State District Superintendent, within ten (10) working days of the conference.

The State District Superintendent shall review the report and recommendation and make a determination on the grievance and a copy of this determination shall be forwarded to the union. If the answer is not satisfactory to the grievant, the union may ask for an informal meeting with the State District Superintendent to try to arrive at a solution between the parties.

## **Step 4**

- A. In the event a grievance shall not have been settled as a result of the above procedures, the grievant may have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the Step 3 decision has been given to the grievant. A written request for arbitration shall be sent to the Newark Public Schools, Labor and Employee Relations Unit requesting such arbitration to be conducted as described below.
- B.
  - 1. The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of the State of New Jersey.
  - 2. The arbitration shall be conducted by a single arbitrator, who shall be chosen by mutual agreement of the parties except that any individual so chosen shall be a bona fide resident of New Jersey.

The arbitrator shall sit for the duration for of the agreement, and he/she shall arrange for dates, meeting places, and the agenda for all arbitration proceedings.

The costs and expenses of the arbitrator shall be shared equally by the Newark Public Schools and the I.U.O.E.

The services of the arbitrator may be discontinued by either the Newark Public Schools or the I.U.O.E., except that such termination shall not affect any grievance upon which a hearing has commenced.



- C. The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance contained in this Article. In the performance of his/her duties he/she shall be bound by and comply with the provisions of this agreement. He/she shall have no power to add to, delete from, or modify in anyway the provisions of this agreement. The award shall be in writing and shall set forth his/her opinions and conclusions on the issues submitted.
- D. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this agreement, or applicable law, or rules and regulations having the force or effect of law. His/her decisions shall not usurp the functions or powers of the Newark Public Schools as provided by law.

## **Section 2 – General Provisions**

- A. Nothing contained herein shall prevent any member in this unit from presenting his/her own grievance and representing himself/herself, providing notification of all meetings, steps and written responses are given to the I.U.O.E. and the union is given the opportunity to be present at any or all steps of the grievance procedure.
- B. The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement.
- C. If the Newark Public Schools fails to meet and/or answer any grievance within the time limits as provided in this article, such grievance may be processed to the next step. If the I.U.O.E. or the aggrieved fails to initiate or advance any grievant within the time limits set forth in this article, the grievance shall be considered resolved.
- D. Any and all provisions of the agreement pertaining to grievances and arbitration 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 statutes, or New Jersey Department of Personnel Rules and Regulations.
- E. Since it is possible, by virtue of the categories of employees represented by the I.U.O.E., that one member of the unit might present a grievance, in complaint against or dispute with another member of the unit, the I.U.O.E. shall in such case, represent only the grievant.
- F. A grievance must be filed at Step 1 within sixty (60) calendar days from the date on which the act which is the subject of the grievance occurred, or sixty (60) calendar days from the date the employee should reasonably have known of its occurrence.

## ARTICLE V

### MANAGEMENT RIGHTS

#### Section 1

The Newark Public Schools retains the exclusive right to direct the work of the members of this unit, except as such right is affected or modified by the terms of this Agreement. This right shall include, but not be limited to the right to direct, hire, promote, assign, inspect, suspend, demote and discharge or take other disciplinary action with reference to its employees as provided by law and the rules and regulations of the Newark Public Schools and the New Jersey Department of Personnel.

#### Section 2

The Newark Public School's right to make reasonable rules and regulations governing the work of the employees of the unit shall not be limited, except that any such rules and regulations shall be deemed to be modified to the extent necessary to be consistent with any applicable provision of this agreement.

#### Section 3

Prior to the implementation of any rules and regulations affecting any changes in hours, wages, or working conditions of employees in this unit by the Newark Public Schools or any of its authorized administrators, the I.U.O.E. shall be so notified by certified mail, no less than 48 hours prior to such implementation.

## ARTICLE VI

### I.U.O.E. BUSINESS LEAVE

#### Section 1

Senior Custodians and Custodians who are members of the I.U.O.E. negotiating committee, not to exceed two (2) in number per category shall be granted time off from duty at full pay for all meetings between the Newark Public Schools and the I.U.O.E., for purposes of negotiating the terms of an agreement, when such meetings take place during the regular working hours of said employees.

#### Section 2

If the I.U.O.E. duly authorizes a member from the appropriate category to represent it during a formal hearing of grievances, and if such hearings of grievances should take place during the regular working hours of said representative, that representative shall be excused from duty, without loss of pay, for such time as may be necessary to hear the grievance.

### **Section 3**

The Newark Public Schools agrees to provide leave of absence with pay for delegates of the union to attend I.U.O.E. activities. A total of five (5) such days of leave shall be made available each year to the unit. The provisions in this section shall in no way restrict the I.U.O.E. from requesting additional such days or the Newark Public Schools from so granting them.

Such leave is to be used exclusively for participation in any I.U.O.E. conventions, conferences, regularly scheduled meetings, conventions of labor organizations with which the I.U.O.E. is affiliated, or for training programs for stewards and union officers and for which appropriate approval by the Newark Public Schools is required.

Written notice from the I.U.O.E., of the authorization of an individual to utilize such leave time shall be given to the Newark Public Schools by way of the office of the State District Superintendent at least one (1) calendar week in advance of the date or dates of such meetings as specified above.

Leave as provided in the first paragraph of this section will be granted to individuals as authorized by the proper officer of the I.U.O.E. In addition, the Newark Public Schools agrees to provide leave of absence without pay, for no more than three (3) members of the unit to serve as delegates of the I.U.O.E. to attend union activities, as specified above.

## **ARTICLE VII**

### **UNION RIGHTS**

#### **Section 1 – Union Rights**

The I.U.O.E. shall have access, through the appropriate supervisor, to pertinent documentation relating to any grievance involving a member of its unit and shall have the right to interview the aggrieved employee, supervisors and witnesses during working hours.

#### **Section 2 – Visitation Rights**

An authorized representative of the I.U.O.E. shall have access during working hours to all facilities, buildings, grounds, and other places 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. There shall be one (1) steward assigned to each area as mutually agreed upon by the I.U.O.E. and the Director of Quality Control. Stewards shall adjust and investigate only complaints arising in their respective area and with the approval of the appropriate supervisor.

## ARTICLE VIII

### PROBATIONARY PERIOD

#### Section 1

The procedures of the New Jersey Department of Personnel shall apply to all employees who are not permanent employees of the Newark Public Schools.

#### Section 2

During any period prior to an employee becoming permanent, the Newark Public Schools may discharge such an employee for any reason provided by law. Any employee so discharged shall not have recourse to the grievance procedures set forth in this agreement.

#### Section 3

Any employee assigned or promoted to a higher, promotional position shall be deemed to be on trial in such position and his status in that position shall be subject to the applicable provisions under the rules and regulations of the Newark Public Schools and the New Jersey Department of Personnel.

In the event that during the probationary period of such new assignment, it is determined to remove the employee from such new assignment, the employee shall be returned to his former status with no prejudice or loss of accrued rights.

#### Section 4

The Newark Public Schools shall have no obligation to reemploy any non-permanent employee who may be dismissed during his/her trial or probationary period.

## ARTICLE IX

### WORK WEEK - WORK DAY - OVERTIME

#### Section 1 - Work Week

- A. Except for such days as are designated as holidays within the calendar adopted by the Newark Public Schools and applicable to all classes of custodians and except for such additional holidays as may be granted from time to time to said categories of employees, their regular work week will consist of five (5) days beginning on Monday and ending on Friday.
- B. Effective July 1, 1998, the Newark Public Schools shall have the right to establish Tuesday through Saturday work schedules for custodians and/or senior custodians.

1. The Tuesday through Saturday work schedule will be staffed by volunteers and/or employees who are hired on or after July 1, 1998.
  2. Custodians on the Tuesday through Saturday shift shall be assigned to the Office of Quality Control for assignment to a school or schools on a daily basis.
  3. The work hours for the Tuesday through Saturday shift shall consist of the afternoon shift on Tuesday through Friday and the day shift on Saturday. The Saturday schedule may be either 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m. The employees shall have the option, (collectively) on an annual basis, to select 7:00 a.m. or 8:00 a.m. starting time.
  4. Custodians on a Tuesday through Saturday schedule shall be paid a five percent (5%) schedule differential for all paid hours except the summer hours when employee elects Monday through Friday day shift.
  5. Custodians on the Tuesday through Saturday schedule shall have the same opportunity to work the Monday through Friday day shift that is afforded to all other custodians in July and August.
  6. Employees on the Tuesday through Saturday schedule shall be utilized for special projects and emergencies.
  7. This schedule shall be limited to a maximum of three (3) employees.
  8. Overtime on Sunday and Monday when scheduled to work Tuesday through Saturday.
- C. Any work performed on the employee's scheduled days off or designated holidays shall be remunerated at the rate of time and one half. The closing of a school for reasons of emergency or weather shall not be considered a designated holiday.

## **Section 2 - Work Day**

The starting and ending times for the work shifts shall be as stated below.

- A. Day Shift In Multiple Shift Building—6:30 a.m. to 3:00 p.m. inclusive of a one (1) hour duty-free lunch and with the exception of an emergency any employee who is requested to perform services during the lunch period shall be afforded duty-free time to complete said lunch period during the respective work shift.
- B. Day Shift In Single Shift Buildings--7:00 a.m. to 3:30 p.m. inclusive of a one (1) hour duty-free lunch and with the exception of an emergency, any employee who is requested to perform services during the lunch period shall be afforded duty free time to complete said lunch period during the respective work shift.
- C. Afternoon Shift—2:30 p.m. to 11:00 p.m. inclusive of a one (1) hour duty-free lunch with

the exception of an emergency any employee who is requested to perform services during the lunch period shall be afforded duty-free time to complete said lunch period during the respective work shift.

- D. Night Shift—10:30 p.m. to 7:00 a.m. inclusive of one (1) hour duty-free lunch and with the exception of an emergency any employee who is requested to perform services during the lunch period shall be afforded duty-free time to complete said lunch period during the respective work shift.

### **Section 3 - Overtime**

Overtime shall be defined as extra work performed by a member of the unit over and above the regular work hours which prevail at the time of ratification of this agreement, or at any time during a designated holiday, Saturday or Sunday.

All such overtime shall be calculated on the basis of time and one-half; that is the regular hourly rate of pay multiplied by one and one-half (1 1/2).

1. For the purpose of calculating such overtime, time reports shall show the amount of time worked to the nearest quarter of an hour.
2.
  - a. It shall be the responsibility of the Senior Custodian/Custodian at each location to submit accurate and legible overtime information to the time keeper at the appropriate location in accordance with established payroll procedures and schedules.
  - b. The appropriate location head shall ensure that the completed overtime report is submitted to the Office of Quality Control, not later than the day or date established by that office.
  - c. All overtime hours worked during the pay period shall be paid to the bargaining unit members no later than thirty (30) days after the work is performed.

At no time shall the Newark Public Schools be obligated to render overtime payment on any day that is not a scheduled pay date.

3. The hourly rate of pay shall be determined as follows: the annual rate of pay of the employee shall be divided by 52 and the weekly rate so obtained shall be divided by five (5) to obtain a daily rate and the daily rate shall be divided by the number of regular daily work hours which prevail at the time of the ratification of this agreement and that amount so calculated shall be the employee hourly rate.
4. In the case of the Senior Custodians and Custodians, if the daily work period should begin on Friday night and overlap into Saturday morning, such work period should be considered as part of the regular work week up to the eight (8) hours of work and not subject to the overtime pay requirement for Saturday.

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

#### **Section 4 - Boiler/Building Check**

1. **Boiler/Building Check**

The Executive Director of Facilities, or his/her designee, may require a custodian/senior custodian to inspect a building or group of buildings on days when the school(s) are not occupied during the heating season to check the operation of the heating system. The employee may be required to remain on duty for said hours. The employee shall record his/her arrival and departure from the building in a manner as designated by management.

2. **Emergency Call-In**

If a member of the bargaining unit is required to report to his/her assigned location as a result of a break-in or other emergency at that location and the employee does report, then and only in this instance, the employee shall be paid for a minimum of four (4) hours at the hourly rate multiplied by time and one-half. Said employee shall be required to remain on site for the entire minimum four (4) hour period.

The determination whether or not to require the employee to report in an emergency situation shall be made by the Director of Quality Control or a designee from the Office of Quality Control.

3. **Minimum Hours**

It is agreed by the union that the minimum four (4) hour provision outlined in #2 above shall apply to emergencies only, and not to regular building checks. The employee shall telephone security or other NPS designated number from the school phone, if the school phone is available, to report both his/her arrival and departure from the building.

#### **Section 5 - Reporting Absences**

All bargaining unit members shall be required to report their absence to the Office of Quality Control and sub-finder no later than one (1) hour prior to their scheduled starting time. If a bargaining unit member calls to report a late arrival, that employee shall be deducted in accordance with time missed based upon his current rate of pay.

Should a bargaining unit member fail to call their assignment within one half (1/2) hour after the scheduled starting time, that employee shall be recorded as Absent Without Leave (AWOL) for the day and shall be deducted in salary accordingly.

#### **Section 6 - Home Telephone Numbers**

All bargaining unit members shall be required to provide their home telephone number to the

Office of Quality Control. Bargaining unit members shall be required to notify the Office of Quality Control of any change in home telephone number within forty-eight (48) hours of said change.

### **Section 7 - Building Check**

Employees MAY be required to report to their assigned location to check the status of the boiler and building prior to the start of the scheduled day shift if there is no third shift at that location at the discretion of the Executive Director of Facilities or his/her designee.

It shall also be the responsibility of the assigned custodian to report to his location upon notification that there is a boiler problem. No member of the bargaining unit will be charged with wrong doing if he has reported to the building, checked and reported the problem, and left the building/boiler in normal condition.

In schools with computer controlled boilers, the bargaining unit member will not be charged with wrongdoing in the event of computer failure resulting in boiler and/or building damage.

### **Section 8 - Snow Emergency**

Both the day and night custodian shall be required to telephone the designated phone number to be informed of the time they are required to report to work and/or arrange for coverage after a Saturday, Sunday, or holiday snow emergency.

The custodian shall call in the necessary personnel from the assigned location staff to assist with snow removal. Whenever insufficient personnel report for snow removal the Custodian shall notify the Building Services Manager.

### **Section 9 - Health and Safety**

The Newark Public Schools agrees to exert every effort to provide for use of practices, materials and equipment to safeguard the health and safety of members of the unit.

For safety reasons, a standby person will be in the area whenever a custodian goes into the combustion chamber to punch tubes or works on a scaffold.

### **Section 10 - Wash Up Time**

All employees in this unit shall be given fifteen (15) minutes time for purposes of cleaning up before leaving work every day.

### **Section 11 – Communication Devices**

Custodians shall be required to utilize communication devices supplied by the NPS while on duty. The NPS will replace batteries as required.



**ARTICLE X**

**HOLIDAY SCHEDULE**

**Section 1 - Holiday Schedule**

- A. Employees shall be entitled to seventeen (17) paid holidays which shall include:
- |                               |                                  |
|-------------------------------|----------------------------------|
| Independence Day              | New Year's Eve                   |
| Labor Day                     | New Year's Day                   |
| Columbus Day                  | Martin Luther King, Jr. Birthday |
| Veteran's Day                 | Lincoln's Birthday               |
| Election Day                  | Washington's Birthday            |
| Puerto Rico Recognition Day   | Good Friday                      |
| Thanksgiving Holiday (2 days) | Memorial Day                     |
| Christmas Eve                 |                                  |
| Christmas Day                 |                                  |

Any or all of the days listed above may be celebrated on a day other than the day on which the holiday is traditionally observed. The Union and the NPS shall negotiate the date on which each holiday is observed so that the holidays do not interfere with the student calendar.

**Section 2**

It is mutually agreed to use the Non-Instructional twelve (12) month calendar as the basis for the holiday schedule as adopted by the Newark Public Schools.

**Section 3**

If by any act of the Legislative authority, the traditional date celebrating a particular holiday shall be changed, the holidays listed shall for the purpose of this article be on such dates as are officially designated by such Legislative authority and included in the official calendar of the Newark Public Schools. The calendar of holidays shall be amended for each school year according to the calendar adopted by the Newark Public Schools for that period. The official holiday schedule shall be made available after the Newark Public Schools has adopted same.

**Section 4**

In the second and third year of the contract the Non-Instructional holidays shall continue as approved by the Newark Public Schools.

**Section 5**

If an employee is AWOL the day before or the day after a scheduled holiday, the employee shall not be paid for the holiday. If an employee who has no available sick leave calls in sick the day before or the day after a scheduled holiday and does not receive approval for the use of a personal or vacation day, that employee shall not be paid for the holiday.

## **ARTICLE XI**

### **VACATION**

#### **Section 1**

Within one (1) month of employee request for vacation period, the employee shall be notified of his authorized vacation schedule. Whenever vacation schedules conflict, seniority will prevail. No employee will be required to reschedule his vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the State District Superintendent or designee.

#### **Section 2**

- A. Employees covered by this agreement shall be notified as to their vacation schedule during the summer period on or before February 1<sup>st</sup>. Except for such cases as are approved by the Director of Quality Control, no single vacation period shall be longer than fifteen (15) working days. The maximum number of vacation days between July 1 and August 15 is fifteen (15).
- B. Earned vacations may be accumulated up to, but not to exceed, the number of days earned for two (2) consecutive years. If, for reasons beneficial to the operation of the Newark Public Schools System and approved by the Director of Quality Control, an employee consents to work for any or all of the employees earned vacation period, such employee shall be remunerated at the regular rate of pay. It shall be understood that such earned vacation not used by the end of the second year will be forfeited.

#### **Section 3**

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

#### **Section 4**

If an employee requests to take his/her vacation during another time period, he/she may be granted such vacation period with the approval of the Executive Director of Facilities or his/her designee. Denials of vacation requests for periods other than those listed above shall not be subject to the grievance procedure.

#### **Section 5**

The Newark Public Schools agrees that for the duration of this agreement, the vacation policy as such policy relates to the number of vacation days and vacation pay of the employees covered by this unit shall be continued and there will be no reductions.

**Section 6**

A. The number of vacation days earned by each employee shall be as follows after attaining:

<b>Years of Service</b>	<b>Days</b>
One (1) through six (6)	12
Seven (7) through nine (9)	14
Ten (10) through eleven (11)	15
Twelve (12) through sixteen (16)	16
Seventeen (17) or more	20

**Section 6A**

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

**Section 7**

Upon receipt, personal days may be taken and charged to vacation and not to sick leave.

If requested by an employee of this unit, additional days off for personal use may be taken from time to time and charged to the employees earned vacation, rather than charged to sick leave. It is agreed that the employee must give the Newark Public Schools two (2) day's notice, before reporting off on such days.

**Section 8**

Any employee covered by this agreement shall be entitled to receive vacation pay on the regular pay day immediately preceding the employees scheduled vacation. In order to receive such vacation pay as described, the employee shall file a request with his/her department supervisor, for receipt of such pay at least sixty (60) days prior to the vacation; such request shall be approved by the employees departmental administrator.

**Section 9**

Any employee who leaves the employ of the Newark Public Schools for any reason other than disciplinary action shall be entitled to receive accumulated vacation pay prior to the date of termination.

**Section 10**

Should an employee die with vacation time due, a sum of money equal to the compensation computed on said employees salary rate at the time of death shall be calculated and paid to the employees estate.

## **ARTICLE XII**

### **FRINGE BENEFITS**

#### **Section 1**

The Newark Public Schools agrees to make available to all employees in the unit, 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 Blue Cross and Rider J., Blue Shield and Major Medical insurance, including dental benefits. The available program shall cover up to full family protection for each employee based on the family and marital status. Dependents shall include children up to the age required by Federal and/or State law.

#### **Section 2 - New Members**

New employees will not be eligible for any benefits under this section until they have completed sixty (60) calendar 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 benefit. Employees hired on July 1<sup>st</sup> or September 1<sup>st</sup> of any year will be enrolled in the medical insurance program as of that date.

#### **Section 3**

The Newark Public Schools agrees to maintain the present vision care and prescription programs now in effect.

Co-payment for the prescription drug plan shall be as specified by the School Employees Health Benefits Program. The co-payment may be applied toward major medical expenses provided that such benefit continues to be available through the state health benefits program.

#### **Section 4**

Effective July 1, 2011, employees shall contribute one and one-half percent (1.5%) of their salary toward the cost of medical and prescription insurance. As soon after October 1, 2011, as the Newark Public Schools implements the requirements of Chapter 78, of the laws of 2011, the employee contribution toward the cost of medical and prescription insurance shall be an amount determined by Chapter 78 of the laws of 2011.

#### **Section 5**

The Newark Public Schools agrees to provide all bargaining unit members with choice of dental and vision care plans that include a choice of both open and closed panel as follows:

1. Open panel - existing level of benefits.
2. Closed panel - full coverage of reasonable and customary charges.
3. Open panel with deductions - full coverage of reasonable and customary charges. Employee will pay the difference in cost between existing benefit level and full coverage.

### **ARTICLE XIII**

#### **UNIFORMS AND/OR CLOTHING**

The Newark Public Schools shall supply uniforms for all employees as follows:

1. All new employees shall receive one (1) complete uniform no later than thirty (30) days after completion of their probationary period. A complete uniform is defined as:
  - a. Five (5) pairs of pants
  - b. Four (4) long sleeve shirts
  - c. Three (3) short sleeve shirts
  - d. The District shall provide uniforms for female employees specifically designed for females
2. The Newark Public Schools agrees to pay shoe allowance to all bargaining unit employees in the amount of one hundred and twenty-five dollars (\$125) each year. This shoe stipend shall be paid by December 1<sup>st</sup> of each year.
3. All replacement items of the uniform package will be issued, as needed and requested by the bargaining unit employees for the life of the contract.

Employees shall be required to wear uniforms and submit a receipt for purchase of shoes thirty (30) days after receipt of monies. Failure to purchase shoes and wear uniforms shall be grounds for disciplinary action only if the bargaining unit employees have received their shoe allowance and requested uniforms (new or replacement).

4. Uniforms shall consist of dark blue pants and light blue shirts.
5. A complete set of high quality rain gear including jacket, pants and boots shall be provided to all employees effective July 1, 2005, and every third year thereafter.

**ARTICLE XIV**

**WAGES**

**Section A**

**CUSTODIAN SALARY GUIDE  
JOB CODES (310 & 312)**

<b><u>Step</u></b>	<b><u>2011-2013</u></b>
1	51,907
2	52,968
3	54,029
4	55,425
5	56,639
6	58,239
7	59,334
8	60,532
9	61,793
10	63,093

Longevity 20 years \$1,000  
Longevity 25 years \$1,000

**SENIOR CUSTODIAN SALARY GUIDE  
JOB CODE (311)**

<b><u>Step</u></b>	<b><u>2011-2013</u></b>
1	53,107
2	54,168
3	55,229
4	56,625
5	57,839
6	59,439
7	60,534
8	61,732
9	62,993
10	64,293

**NIGHT CUSTODIAN  
JOB CODES (309)**

<b><u>Step</u></b>	<b><u>2011-2013</u></b>
1	52,882
2	53,943
3	55,004
4	56,400
5	57,614
6	59,214
7	60,309
8	61,507
9	62,768
10	64,068

Longevity 20 years \$1,000  
Longevity 25 years \$1,000

**NIGHT SENIOR CUSTODIAN  
JOB CODE (317)**

<b><u>Step</u></b>	<b><u>2011-2013</u></b>
1	54,082
2	55,143
3	56,204
4	57,600
5	58,814
6	60,414
7	61,509
8	62,707
9	63,968
10	65,268

**CUSTODIAN SALARY GUIDE WITH DATE OF HIRE AFTER SEPTEMBER 1, 2008**

	<u>2011-2012</u> <u>2012-2013</u>	<u>2011-2012</u> <u>2012-2013</u>	<u>2011-2012</u> <u>2012-2013</u>	<u>2011-2012</u> <u>2012-2013</u>
<u>STEP</u>	<u>CUST 460</u>	<u>SR CUST 461</u>	<u>NIGHT CUST 462</u>	<u>NIGHT SR CUST 463</u>
1	\$37,500	\$38,700	\$38,475	\$39,675
2	\$39,000	\$40,200	\$39,975	\$41,175
3	\$41,000	\$42,200	\$41,975	\$43,175
4	\$43,000	\$44,200	\$43,975	\$45,175
5	\$45,000	\$46,200	\$45,975	\$47,175
6	\$47,250	\$48,450	\$48,225	\$49,425

Longevity 20 years \$1,000

Longevity 25 years \$1,000

**Section B**

1. The difference between the salary ranges for Senior Custodian and Custodian shall be \$1,200.00 at each step.
2. The existing shift differential shall be applicable to all shifts that have a regular starting time at or later than 2:00 p.m.
3. All evening shift employees shall receive a fifty cent (\$.50) per hour wage differential.

**Section C**

	<b>Hired before June 30, 2008</b>	<b>Hired after July 1, 2008</b>
Position Code:	311 Senior Custodian	461 Senior Custodian
	310 Custodian (TPAF)	460 Custodian
	312 Custodian	462 Night Custodian
	317 Senior Custodian Night	463 Night Sr. Custodian
	309 Custodian Night	

**Section D**

The per diem rate shall be \$22.20

**Section E**

The Newark Public Schools and the Union agree to a one (1) week hold back of pay for all current and new employees, provided that all other unions agree to the same.

The Union shall have the right to participate in meetings or the committee established to work out the specific procedure for implementation.

The specific procedure shall be implemented after consensus of the majority of the committee.

## ARTICLE XV

### LICENSE

#### Section 1

The Newark Public Schools shall pay a stipend annually to each permanent employee for each license acquired over and above the Black Seal-Low Pressure License required by the New Jersey Department of Personnel. The Newark Public Schools shall utilize the services of those employees compensated in accordance with the above as the need arises. The need to be determined by the Newark Public Schools.

It is understood that said utilization may be over and above regularly assigned duties and responsibilities. It is agreed that the annual stipend adjustment shall be the only compensation for use of additional skills.

Qualifications for receipt of said additional stipend shall be as follows:

1. The Director of Quality Control shall submit verification to the Division of Human Resource Services on or before April 1<sup>st</sup> each fiscal year.
2. The employee shall submit a copy of the appropriate valid license.

Said payment will be made on/or before June 1<sup>st</sup> of each year.

It shall be the sole responsibility of the employee to maintain his license current; and to submit a copy of renewed license to the Director of Quality Control and a copy to the Division of Human Resource Services prior to the expiration date of the old license. Failure to maintain license at a current status shall result in a request for immediate disciplinary action.

#### License Stipend

The license stipend shall be \$350.00.

The license stipend shall be paid by separate check on or before June 1, of each school year.

#### Section 2

- A. The preceding Section 1 on licenses shall only apply to employees who were receiving a license stipend prior to June 30, 2008. These employees shall continue to receive license stipends in the same amount that they received on or about June 1, 2008.
- B. Effective July 1, 2008, all employees except those listed in Section 2.A. shall be eligible to receive a stipend of six hundred dollars (\$600) per year for possessing and maintaining a Blue on Blue Seal License plus CFC.



## ARTICLE XVI

### ABSENCES AND LEAVES

#### Section 1 - Non-Occupational Sick Leave

All employees permanently employed, shall be entitled to fifteen (15) days of sick leave at full pay during each calendar year. Unused sick leave may be accumulated without limit. The Newark Public Schools may require proof of such illness by way of medical certificate or any other means the Newark Public Schools wishes to use. The rules and regulations of the New Jersey Department of Personnel shall also apply to such leaves, where such rules and regulations are applicable.

#### Section 2 - Personal Days

All employees permanently employed shall be entitled to four (4) days with pay of personal leave per calendar year. Such leave must be requested two (2) working days in advance. Effective July 1, 1998, unused personal days may be accumulated for conversion to severance pay at retirement.

#### Section 3 - Additional Leave With Pay Sick Day Program

The Newark Public Schools and the union agree to establish a Sick Day Program whereby unit employees will be able to donate sick days to other unit employees in cases of serious illness.

The Newark Public Schools and the union agree that all provisions of the Sick Day Program shall be excluded from the contractual procedure up to and including binding arbitration.

The Newark Public Schools and the union agree to abide by the established procedure for the Sick Day Program.

#### Section 4 - Other Absences

All employees of this unit shall receive full pay for absences resulting from the causes listed below and for the amount of times stated.

A. Death in immediate family or household.

Five (5) consecutive working days immediately following the death. Death in the immediate family is defined as follows: spouse, children, grandchildren, mother (stepmother, foster mother, guardian, mother-in-law); father, father-in-law, sister, brother, grandmother, grandfather or any other relative residing in the household.

In the case of any other relative residing in the employees household, the Newark Public Schools will require proof of residency.

Employees absent as a result of a death in the immediate family shall submit verification of relationship. Verification shall include but not be limited to affidavit, newspaper obituary or funeral program or any other verification the Newark Public Schools deems necessary.

- B. Absences on account of court subpoena or jury duty. Time required as a juror shall be considered a full working day.

The Newark Public Schools shall not grant leave with pay for any court matter of a personal nature. The employee shall be required to abide by circular #305. Leave with pay will be granted for workers compensation appearances upon presentation of proper written documentation to the Division of Human Resource Services, Labor & Employee Relations Unit.

- C. Absence as required by State/Federal law when called to active military duty. Copies of such subpoena, jury duty notice, or order for active reserve duty and certification as to the period of absence for such causes shall be presented to the Newark Public Schools for verification on request.

### **Section 5 - Maternity Leave**

Upon certification by a competent physician and application by an employee, a leave for maternity shall be granted by the Newark Public Schools for a period of no 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. 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.

An employee returning from a maternity leave of absence will be reinstated and retain seniority held at the time the leave became effective. Salary placement shall be at the same step as when the leave became effective, except that when the employee has completed ninety (90) days or more of a school year. Seniority rights shall be maintained during the period of such leave.

### **Section 6 - Check Pickup**

Personnel who are absent from school on payday for any reason other than sick leave may pick up their check from the school, providing that they notify the school in advance that they intend to pick up the check on payday. Personnel who are on extended sick leave may prearrange to have the check picked up or mailed to the home. Extended sick leave shall be defined as an absence of two (2) days or more.

### **Section 7 – Sick Leave Buy Back**

- A. Employees who retire on or after August 1, 2002, shall be paid one hundred and thirty dollars (\$130.00) per day for accumulated sick and personal leave days up to a maximum of ninety (90) days.

For accumulated sick and personal leave days between ninety-one (91) and one hundred and fifty (150), the employee will be paid one (1) day pay for each four (4) days accumulated at the rate of sixty-five dollars (\$65.00) per day.

For accumulated sick and personal leave days in excess of one hundred and fifty-one (151) days, the employee will be paid one (1) day pay for each four (4) days accumulated at the rate of fifty dollars (\$50.00) per day.

- B. Employees who intend to retire shall receive payment for accumulated sick and personal day within three (3) weeks of the date that the employee receives his/her last pay check provided the employee gives a minimum of sixty (60) days notice of his/her intention to retire.

Employees who give less than sixty (60) days notice of their intention to retire shall receive payment for their accumulated sick and personal days within sixty (60) days of their retirement.

### **Section 8 – Attendance Incentive**

Individual employees may elect to cash in sick leave on an annual basis provided the employee has used five (5) or less sick days during the year. The employee could cash in up to five (5) days at \$150 per day.

Payment will be issued to the employee on the second supplemental pay date in July.

### **Section 9—Family Leave Act & Family and 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 Leave

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

FLMA—Serious health condition of spouse, child or parent, or the employee’s own serious health condition, or the birth or placement for adoption or foster care of a child.

- C. 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 or FMLA leaves will not be included in the Attendance Improvement Program.

**ARTICLE XVII**

**NO STRIKE OR LOCK-OUT POLICY**

The I.U.O.E. and the members of the unit agree that during the period of this agreement there shall be no strikes, 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 lockout of employees in this unit.

**ARTICLE XVIII**

**CONFORMITY TO LAW AND SAVINGS CLAUSE**

If any provision of this agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced.

In the event any 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 XIX**

**PROMOTIONS AND NEW POSITIONS**

**Section 1**

In the event that any new positions in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken to afford those employed the opportunity for competing for such positions.

1. Two (2) days prior to posting opening dates, copies of said posting shall be forwarded to the union or designated representative.
2. Job Posting and Transfers:  
All Senior Custodians and Custodians permanent positions that become open, shall be posted at all schools and facilities within fifteen (15) working days after the budget approval process.

The opening shall remain posted for ten (10) working days. All permanent Senior Custodians and Custodians shall be eligible to bid for the open position. If no bargaining unit employees bid on the open position, then the Senior Custodian and Custodian transfer lists shall have first priority when filling all open positions. After offering the open positions to employees on the transfer list the Newark Public Schools will then fill remaining open positions from the New Jersey Department of Personnel list.

3. Notice of all openings shall be sent to the Custodian at each location.
4. In posting such notices, complete and full information with respect to qualifications, job performance, job specifications, and salary shall be included.
5. All employees in the unit shall have full and equal opportunity to compete for any such position based on their being able to meet the required qualifications and eligibility.
6. Bargaining unit members shall be allowed to make application for any position which may become available provided the application requirements can be met by the employee.

The post and bid procedure including the interview process, shall take no longer than four (4) months from the time the job is posted to the time of notification to the selected employee.

## **Section 2**

All vacancies shall be filled on the basis of New Jersey Department of Personnel rules and regulations and consideration of qualifications, job performance, permanency, seniority, personal preference of applicant, integration of staff, the welfare of the children and the community and the needs of the Office of Quality Control.

## **Section 3**

Any employee assigned work in a classification, which is higher than the job classification in which they are presently employed, shall be paid at the rate of pay assigned to the higher position. Effective July 1, 2008, qualification for this pay shall be based on filling the absence for five (5) consecutive work days. The higher rate of pay shall be retroactive to the first work day.

All assignments to work in a higher title shall be made in writing by the immediate supervisor and approved in writing in advance by the School Business Administrator or the Executive Director of Human Resources, or the Executive Director of Facilities, or his/her designee. The employee may decline the assignment until approval is received.

## **ARTICLE XX**

### **TRAINING**

#### **Section 1**

Upon the request of ten (10) or more members of the bargaining unit, the Newark Public Schools will establish in-service training opportunities for competing for any positions without cost to any employee. However, the conducting of such in-service training shall not be deemed a basis for the delaying of the carrying out of any steps required by the New Jersey Department of Personnel in filling any vacancy or for giving any examinations that may be required. Simultaneous with the request of the New Jersey Department of Personnel to arrange for an examination for a vacancy, a copy of such request shall be forwarded to the I.U.O.E. The training may be provided by Local 68 at a mutually agreeable cost.

#### **Section 2**

The Newark Public Schools agrees to set aside \$8,000 per fiscal year.

Such training programs shall be implemented in accordance with the Newark Public Schools - Union Memorandum of Understanding.

#### **Section 3**

Any evidence to the effect that the qualifications have been so prepared as to seek to deliberately eliminate from competition presently employed members of the unit shall be the basis of a grievance by the I.U.O.E.

#### **Section 4**

A committee of shop stewards shall meet at least once per year with representatives of the Staff Development Department to review applications and select candidates for training.

#### **Section 5**

The NPS may request a course(s) for training employees. The NPS will select the employees who will attend. The courses will be taught at the NPS' facilities whenever possible. The courses must be requested in sufficient time for Local 68 to prepare for the course. The NPS and Local 68 will determine the cost of each course prior to the commencement of the course.

#### **Section 6**

Individual employees may request course reimbursement for courses offered by Local 68. The employee's enrollment in the course must be approved in advance by both the Building Manager and the Executive Director or his/her designee. The NPS may also designate employees to attend courses during their work day. Reimbursement will be made after the presentation of evidence of successful completion of the course. Total available funds shall be \$17,000 per year.

## **ARTICLE XXI**

### **SCHOOL BUILDING ASSIGNMENTS**

1. In instances where the Newark Public Schools deems it necessary that an employee in a particular school building or location where activities are conducted after school hours, in making such assignments preference shall be given to employees who are assigned full-time in the said school building or location. In the event that employees in the building or location do not wish to avail themselves of the opportunity for the additional work after school hours, then and in that event selection shall be made by the Executive Director in charge of Facilities and Services Operation or his/her designee based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff and the welfare of the children and the community.
2. In schools where there are athletic activities taking place, a member of Local 68, will be required to be on duty on said day, for the full time required, and will perform necessary work required.
3. The Newark Public Schools and the Union agree that when outside organizations request use of Newark Public Schools facilities by permit, Newark Public Schools administrative staff shall consult with the designated building custodian and the principal to determine how many additional custodial workers will be needed to maintain the building in proper condition.

## **ARTICLE XXII**

### **WORKER'S COMPENSATION AND INDEMNITY**

#### **Section 1 - Job Injury Compensation**

Whenever any employee in this unit entitled to sick leave 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:

- A. Pay such employee the full salary or wages for the period of absence for up to one (1) calendar year without having such absence charged to annual sick leave, accumulated sick leave or vacation time.

This provision shall not apply if:

1. The injury has been declared non-compensable by the Newark Public Schools Workers Compensation Administrator.
2. An employee has been released to return to work and does not return to work.

B. Any amount of salary or wages paid or payable to the employee as a result of this provision shall be reduced by the amount of any workers compensation award made for temporary disability.

C. Alternate Duty

Employees will abide by the alternate duty rules and regulations established by the Newark Public Schools.

**Section 2 - Civil and Criminal Action**

The Newark Public Schools recognizes that the employees in this unit are covered by the indemnity provisions of Title 18A:16-6 and 18A:16-6-1 or as such provisions are amended by the Legislature in terms or indemnity against civil action and certain criminal action.

**ARTICLE XXIII**

**SUSPENSIONS AND DISCIPLINARY ACTION**

Disciplinary action may be imposed upon an employee only for a just cause as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance, by the employee through the regular procedures established in this agreement.

If the Newark Public Schools or an 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 other employees, or the public. A member of the unit 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 I.U.O.E. 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 I.U.O.E. representative.

Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regard to this matter, he may be accompanied by a representative of the I.U.O.E. who shall be permitted to represent him at any such hearing.

The Newark Public Schools reserves the right to impose disciplinary action for conduct including but not limited to the following infractions:

1. Neglect of duty.
2. Incompetence and/or inefficiency.
3. Incapacity due to mental or physical inability.
4. Insubordination or serious breach of discipline.



5. Absent without leave (AWOL) extended.
6. Absent without leave (AWOL) occasional.
7. Chronic or excessive absenteeism and/or tardiness.
8. Disorderly or immoral conduct.
9. Willful violation or any of the provisions of the Civil Service statutes, rules or regulations or other statutes relating to the employment of public employees.
10. The conviction of any criminal act or offense.
11. Negligence of or willful damage to public property or waste of public supplies.
12. Conduct unbecoming an employee in Public Service.
13. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service or engaging in any form of political activity during working hours.
14. Theft and/or attempt of theft of Newark Public schools time.
15. Theft of Newark Public Schools property.
16. Failure to sign/punch in or out.
17. Intoxication while on duty.
18. Tampering and/or altering official documents, e.g., time book/cards, etc.
19. Use and/or possession of controlled dangerous substances while on duty.
20. An arrest and/or indictment of a criminal act/offense.

Nothing in this article shall prevent the Newark Public Schools from imposing other disciplinary sanctions, as authorized and not prohibited by law.

The Newark Public Schools reserves the right to increase the listed penalty for specific acts or omissions if the employee has received more than two (2) disciplinary notices under this article. The Newark Public Schools reserves the right to impose any form of discipline sanction as authorized and not prohibited by law based upon its assessment of the employee's total employment record.

#### **Penalties—Neglect of Duty**

1. One (1) to five (5) days suspension.
2. Five (5) to ten (10) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Dismissal.

#### **Incompetence and/or Inefficiency**

1. One (1) to five (5) days suspension.
2. Five (5) to ten (10) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Dismissal

#### **Incapacity Due to Mental or Physical Inability**

1. Suspension pending mental or physical evaluation.

**Insubordination or Serious Breach of Discipline**

1. One (1) to five (5) days suspension.
2. Five (5) to ten (10) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Dismissal.

**Absent Without Leave (AWOL) Extended**

1. Extended leave is defined as per Title 4 New Jersey Administrative Code 4A:3-6.2(b) Resignation Resulting From Unauthorized Absence.

**Absent Without Leave (AWOL) Occasional**

1. One (1) to five (5) days suspension.
2. Five (5) to fifteen (15) days suspension.
3. Thirty (30) to sixty (60) days suspension.

**Chronic or Excessive Absenteeism and/or Tardiness**

1. Five (5) to ten (10) days suspension.
2. Twenty (20) to thirty (30) days suspension.
3. Forty-five (45) to sixty (60) days suspension.
4. Dismissal.

**Disorderly or Immoral Conduct**

1. Five (5) to ten (10) days suspension.
2. Fifteen (15) to twenty (20) days suspension.
3. Thirty (30) to forth-five (45) days suspension.
4. Forty-five (45) to sixty (60) days suspension.
5. Dismissal.

**Willful Violation of any of the Provisions of The Civil Service Statutes, Rules/Regulations of Other Statutes Relating to the Employment of Public Employees.**

1. One (1) to five (5) days suspension.
2. Ten (10) to twenty (20) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Dismissal.

**An arrest and/or Indictment of a Criminal Offense**

1. Suspension without pay pending outcome of charges.

**The Conviction or any Criminal Act or Offense**

1. Dismissal.

**Negligence of or Willful Damage to Public Property or Waste of Public Supplies**

1. One (1) to five (5) days suspension.
2. Five (5) to ten (10) days suspension.
3. Twenty (20) to forty-five (45) days suspension.

**Conduct Unbecoming an Employee in the Public Service**

1. Five (5) to ten (10) days suspension.
2. Twenty (20) to thirty (30) days suspension.
3. Thirty (30) to forty-five (45) days suspension.
4. Dismissal.

**ARTICLE XXIV**

**TRANSFERS**

**Section 1 - Transfers or Assignments**

- A. Employees of this unit who wish to make application for transfer or assignment to any existing vacancies shall submit such applications in writing to the Executive Director of Facilities and Service Operations, and such application shall include, in the order of preference, the school or locations to which the employee wishes to be transferred.
- B. Any selection to fill an existing vacancy by those employees requesting transfer, shall be based on permanency, consideration of qualifications, seniority, personal preference, integration of staff, and welfare of the children, the community and the needs of the Division of Facilities and Service Operations.
- C. A written response to a transfer request, to any posted vacancy, will be made to the applicant within fifteen (15) days of permanently filling the vacancy.
- D. Except in emergencies or when special circumstances prevail employees shall be given ten (10) working days notice of involuntary transfers.

**Section 2 - Transfers - Involuntary**

No involuntary transfer shall be made for reasons of personal bias, vindictiveness in I.U.O.E. activities. When requested, the Division of Human Resource Services shall furnish to the employee who has been transferred an explanation in writing for the transfer. All cumulative benefits will be transferred with the employee.

## ARTICLE XXV

### EMPLOYEE PERFORMANCE EVALUATIONS

- A. Employee performance shall be regularly evaluated by authorized members of the supervisory and administrative staff, but no less than once per year. Evaluation reports shall be made openly and every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.
- B. Employees shall be rated exceeds expectations, satisfactory, needs improvement or unsatisfactory. If rated unsatisfactory, the supervisory staff shall make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the employee shall be reevaluated and receive once again a written evaluation. Such reasonable time shall be sufficient to permit the employee to correct the deficiency prior to any final annual evaluation.
- C. Evaluations shall not be placed in the employees files unless the employee has had an opportunity to read the evaluation. The employee shall acknowledge that he/she read such material by affixing his/her signature on the copy to be filed. Such signature shall merely signify that he/she had read the material and is not to be construed to mean that he/she necessarily agrees with its contents. If the employee refuses to sign, that fact shall be noted, dated and witnessed.
- D. The Newark Public Schools agrees to continue its policy of treating these personnel files confidential.
- E. Employees may grieve "unsatisfactory" ratings through the grievance procedure provided in this agreement.

## ARTICLE XXVI

### SENIORITY

#### Section 1 – Seniority Defined

Seniority is defined as employment based on the length of continuous service with the district, within the unit, from the date of hire.

If a new employee is retained by the Newark Public Schools beyond the probationary period, his/her seniority shall be retroactive to his/her date of hire. Seniority shall prevail in all matters where a preference may be established as provided by the New Jersey Department of Personnel, rules and regulations.

#### Section 2 - Seniority List

In the event of any dispute involving seniority, a seniority list shall be made available to the union showing the date of hire or last date of rehire of employees in the bargaining unit.

## **ARTICLE XXVII**

### **MISCELLANEOUS**

#### **Section 1**

A Labor Management Committee consisting of representatives of the Newark Public Schools and the I.U.O.E. shall be set up for the purpose of reviewing issues of common interest. Such committee shall meet not less than two (2) times a year. The Labor Management meetings will be held on the first Monday of October and March, unless mutually agreed otherwise.

#### **Section 2 - Travel Allowances**

Any member of the bargaining unit who is required to travel from his assigned station to another installation for carrying out his/her duties shall be compensated by the Newark Public Schools at the Office of Management and Budget (OMB) rate for his/her cost of travel unless he/she is transported by the Newark Public Schools.

#### **Section 3 - Handbook**

The Newark Public Schools and the union agree that within sixty (60) days of the signing of a successor agreement a committee will be formed to review and update as needed, the district Handbook for Custodians.

Upon completion of the review and revision a copy of the handbook will be distributed to each Custodian and Senior Custodian employed by the Newark Public Schools.

#### **Section 4 - Availability of Contract**

Within ninety (90) days after the editing and approval of the final copy by the Newark Public Schools and the union, the Newark Public Schools agrees to supply every member, covered under this agreement, a copy of said contract.

## **ARTICLE XXVIII**

### **MATTERS NOT COVERED**

Negotiations respecting changes in or addition to this contract involving matters related to employee wages, hours and conditions of employment considered, but not incorporated in this agreement in the negotiations preceding the adoption of agreement may be initiated at the written request of either party. The negotiating committee shall meet, unless otherwise mutually agreed upon, within seven (7) calendar days of the receipt of such request. The negotiations shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

## **ARTICLE XXIX**

### **SUPERVISION**

The Newark Public Schools will make every effort to provide Senior Custodians and Custodians with the opportunity to exercise their supervisory function.

Bargaining unit members shall be held responsible for the shift to which they are assigned, and for all assignments/directives issued during said shift.

It shall be understood that the employees are expected to work cooperatively to ensure that all necessary duties and responsibilities are completed in that location satisfactorily.

Bargaining unit members shall be accountable to and given assignments by the Director of Quality Control or his/her designee from the Office of Quality Control, the principal or vice principal, Executive Director of Facilities and Service Operations, and the State District Superintendent or his/her designee.

All other management employees including department heads of other divisions in the Facility and Service Operations shall communicate through the Director of Quality Control, and shall not direct, supervise or evaluate members of the bargaining unit.

## **ARTICLE XXX**

### **HARASSMENT**

The Newark Public Schools agrees that there shall be no undue harassment of bargaining unit members in the assignment or direction to perform the duties and responsibilities of the position(s) covered by this agreement.

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 other employees or the public.

## **ARTICLE XXXI**

### **OUTSIDE CONTRACTOR**

The Newark Public Schools and the union agree that if and when any outside contractor is utilized, and such services will have an impact on the duties, responsibilities and/or staffing of this bargaining unit, then the Newark Public Schools and union will meet to discuss the impact and make recommendations to the State District Superintendent prior to any action being taken.

The Newark Public Schools will conform to the rules and regulations of the Office of Boiler Pressure vessels in compliance with the State of New Jersey and the Department of Labor, regardless of the current outside monitoring service on the boilers, or any other future monitoring service which the Newark Public Schools may employ.

**ARTICLE XXXII**

**REOPENING PROVISION**

The Newark Public Schools agree that this agreement may be reopened by the I.U.O.E. on or after December 1, 2012, for the purpose of negotiating over all matters concerning the employee salaries, fringe benefits, working conditions, and related matters which may affect the school budget for the successor agreement. Any agreement reached relative to the employee salaries, fringe benefits, working conditions, and related matters shall be reduced to writing and shall be signed by the Newark Public Schools and the I.U.O.E.

**ARTICLE XXXIII**

**DURATION**

This Agreement shall be binding upon the parties as of July 1, 2011 and shall continue to remain in full force and effect until June 30, 2013.

**FOR THE STATE OPERATED  
SCHOOL DISTRICT CITY OF NEWARK**

**FOR LOCAL 68 I.U.O.E.  
INTERNATIONAL UNION  
OF OPERATING ENGINEERS**

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**Cami Anderson  
State District Superintendent**

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**Thomas P. Giblin  
Business Manager**

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**Laurette K. Asante, Esq.  
Director of Labor and Employee  
Relations**

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**Edward P. Boylan  
President**

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**Steve Morlino  
Executive Director of Facilities**

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**Kevin P. Frey  
Recording Secretary**

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**Raymond A. Cassetta  
Labor Relations Consultant**

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**Salvatore Costanza  
Business Representative**

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**Frank Masella  
Director of Facilities Management**

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**Henry Clark Jr.  
Shop Steward**

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**Carlos Edmundo  
Building Manager**

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**Shawn Hinton  
Shop Steward**