

ZAZZALI, FAGELLA, NOWAK, KLEINBAUM & FRIEDMAN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

ANDREW F. ZAZZALI (1899-1969)

ONE RIVERFRONT PLAZA, SUITE 320

NEWARK, N.J. 07102-5410

Telephone: (973) 623-1822

Fax: (973) 623-2209

ANDREW F. ZAZZALI, JR.

ROBERT A. FAGELLA**

KENNETH I. NOWAK***

RICHARD A. FRIEDMAN

PAUL L. KLEINBAUM*

EDWARD H. O'HARE*

COLIN M. LYNCH**

FLAVIO L. KOMUVES*

SIDNEY H. LEHMANN (1945-2012)

150 West State Street
Trenton, New Jersey 08608
Telephone: (609) 392-8172
Fax: (609) 392-8933

GENEVIEVE M. MURPHY-BRADACS**

MARISSA A. McALEER**

EDWARD M. SUAREZ, JR.

JAMES R. ZAZZALI, JR.

KAITLYN E. DUNPHY

CYNTHIA M. REVESZ†

ASHLEY E. MALANDRE*

COUNSEL

JAMES R. ZAZZALI***

www.zazzali-law.com

OF COUNSEL

KATHLEEN NAPRSTEK CERISANO

JASON E. SOKOLOWSKI

DANIEL GEDDES††

*Also admitted Pennsylvania

**Also admitted New York

***Also admitted New York & D.C.

†New York Only

Please Reply to Newark

††Workers Compensation Law Attorney

June 16, 2017

VIA FACSIMILE AND REGULAR MAIL

Christopher Cerf, Superintendent
Newark Public Schools
Office of the Superintendent
Room 103
2 Cedar Street
Newark, NJ 07102

Re: Grievance and Demand for Negotiations – Teacher and Staff Reporting Date for the 2017-18 School Year

Dear Superintendent Cerf:

As you may be aware, this firm is legal counsel to the Newark Teacher's Union, Local 481, AFT, AFL-CIO ("NTU") and in such capacity, I am writing to you regarding the District's issuance of next year's school calendar which requires teachers to report for their assignments during the month of August.

As you should also be aware, the parties' collective negotiations agreement plainly contemplates a school start date in September of each year and, pursuant to Article 5, Section 2(e), requires the District to produce its calendar no later than April 1st. Presumably, you can appreciate the disruption the District's calendar change and late notice of same has caused NTU members, many of whom had made vacation and travel plans which may now require cancellation and non-refundable deposits. Many NTU members must now also arrange and pay

for child care for their children since the District's August start date is incongruent with the school calendars of almost every other school district in the State.

The affected employees are 10-month employees. By extending their report date into August, the District is effectively rendering them 11-month employees. This is in contravention of not only the parties' Agreement, but also numerous regulations which are premised on 10-month employment between September and the end of June. See N.J.A.C. 17:2-4.1 (10-month employees subject to additional pension credits under PERS if working for more than 10 months); N.J.A.C. 17:2-4.3 (10-month members of PERS identified as working between September and June); N.J.A.C. 17:2-6.20 (final compensation for PERS member based upon employee's final 30 months); N.J.A.C. 17:3-3.9 (life insurance coverage for TPAF member based upon last 10 months of salary); N.J.A.C. 17:3-6.21 (determination of TPAF members' last year's salary based upon last 10 months of employment).

As such, the NTU respectfully demands that you reconsider the calendar and schedule the start of the school year consistent with applicable law, the past practice of the District and indeed, the practice of virtually every other school district in this state.

Should you decline to do so, the NTU hereby demands negotiations over the teacher and staff reporting date (as opposed to the student reporting date) and negotiations over the impact of the current teacher and staff reporting date, including, but not limited to reimbursements for non-refundable vacation deposits and child care, among other potential impacts, as has been done with the District as recently as 2012 due to school calendar disruptions caused by Hurricane Sandy. Please notify the NTU of your intent with respect to such negotiations by no later than Friday, June 23rd.

In the event the District refuses to negotiate these issues, the NTU reserves the right to seek appropriate legal relief, including, but not limited to, the filing of an Unfair Practice Charge with the Public Employment Relations Commissioner ("PERC").

Lastly, you should consider this letter a formal grievance asserting a breach by the District of the parties' Agreement with respect to: (1) instituting a teacher and staff reporting date in August; and (2) a failure to timely notify the NTU of the school calendar in a timely manner consistent with the requirements set forth in the CBA.

In both cases, the NTU will seek damages in the form of additional pay and compensation for employee expenses such as cancellation fees, child-care costs, restoration of any used personal or vacation days, among other relief.

I thank you for your attention to this matter.

Very truly yours,

Colin M. Lynch, Esq.

CML:lc

cc: Charlotte Hitchcock (via facsimile and regular mail)
John Abeigon (via facsimile and regular mail)
Eugene Liss (via facsimile and regular mail)

12004-000