

AGREEMENT

Between

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

and

THE ESSEX COUNTY AND VICINITY BUILDING TRADES COUNCIL

JULY 1, 2003 – JUNE 30, 2006

NEGOTIATING TEAMS

NEWARK PUBLIC SCHOOLS

Raymond A. Cassetta	-Labor Relations Consultant
Steven Morlino	-Executive Director of Facilities
Raphael Felli	-Director of Labor Relations
Douglas Bland	-Director of Facilities Support

BUILDING TRADES COUNCIL

Martin J. Schwartz – Building Trades Council

Jim Duffy – Local 164-IBEW

Steve Preziosi – Local 4 – Masons

Joseph Demark – Local 25
Sheet Metal Workers

John Clark – Local Carpenters

William Kennedy – Local 24 – Plumbers

Vernon Walker – District Council – 711 Painters

David Critchley – Local 4 – Roofers

Greg Casey – Local 475—Steamfitters

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PREAMBLE

WHEREAS, the Newark Public Schools, in the County of Essex, Newark, New Jersey, seeks to promote and maintain mutually harmonious relations between the Newark Public Schools and those of its employees who are represented by the Essex County and Vicinity Building Trades Council and who may be affected by the terms of this Agreement; and

WHEREAS, the Legislative of the State of New Jersey has enacted into law Chapter 303 of the Laws of New Jersey of 1968 amended known as the “New Jersey 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 18A N.J.S.A. and the rules and regulations of the New Jersey State board of Education; and

WHEREAS, the parties hereto have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303 or the rules and regulations of the New Jersey Department of Personnel, of Chapter 18A and the rules and regulations of New Jersey State Board of Education; and

WHEREAS, the Essex County and Vicinity Building Trades Council 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 July 1, 2003.

THE NEWARK PUBLIC SCHOOLS IN THE COUNTY OF ESSEX

and

THE ESSEX COUNTY AND VICINITY BUILDING TRADES COUNCIL

(hereinafter referred to as the “Council
on behalf of its constituent Local Unions)

ARTICLE I
RECOGNITION

The Newark Public Schools hereby recognizes the Council as the sole and exclusive representative for collective bargaining negotiations concerning the terms and conditions of employment of the trade personnel employed by the Newark Public Schools consisting of carpenters, electricians, bricklayers, glaziers, heating ventilation air conditioning, masons, painters, plumbers, laborers, roofers, sheet metal workers and steam fitters, together with foreman and apprentices of each craft.

ARTICLE II
UNION MEMBERSHIP

Section 1—Continuance of Membership

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

Section 2—Dues Deduction

The Newark Public Schools shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each member in the unit upon the written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the Officer of the designated Local Union, duly authorized to receive such payment.

The Council shall provide the Newark Public Schools with the name and address of each Local Union identifying which trade it covers, for purposes of transmitting dues, effective July 1st of each year.

The Newark Public Schools shall provide the Union with copies of all job vacancy announcements for positions in their bargaining unit.

The Newark Public Schools shall provide the Council with copies of the Department of Personnel (formerly Civil Service) job opportunities bulletin each month.

The Newark Public Schools shall provide the Council with a copy of the monthly District agenda.

Section 3—Agency Shop

It is agreed pursuant to the “New Jersey Employer-Employee Relations Act”, as amended, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

ARTICLE III

HIRING

Section 1—Vacancies

Should vacancies occur or new openings be created, the Newark Public Schools shall advise the Council of such vacancies or job openings and receive applications from the applicants referred by the Council.

Section 2—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 unit and except for such additional holidays as may be granted from time to time to said bargaining unit members, their regular work week will consist of five (5) working days beginning on Monday and ending on Friday.

Section 3—Work Day—Day and Evening Shift

- A. The first shift for tradesmen may begin as early as 7:00 a.m. but no later than 9:00 a.m. The shift shall consist of seven and one-half (7-1/2) consecutive hours including a one-half (1/2) hour unpaid lunch period.
- B. The second shift for tradesmen shall receive a 10% pay differential and may begin as early as 1:30 p.m. but not later than 4:00 p.m. The shift shall consist of seven and one-half (7-1/2) consecutive hours including a one-half (1/2) hour lunch period. When the Director of Facilities Support determines that the second shift should begin work earlier than 3:00 p.m., and when the earlier starting time creates economic hardship for a tradesman, the Director of Facilities Support shall have the sole discretion to permit the tradesman to start work at 3:00 p.m.
- C. The third shift for tradesmen shall receive a 15% pay differential and may begin at 10:00 p.m. and end at 5:30 a.m. The shift shall consist of seven and one-half (7-1/2) consecutive hours including a one-half (1/2) hour unpaid lunch period.

Notification of at least five (5) work days is required before a shift starting time may be changed.

- D. There shall be one (1) foreman on the second and/or third shift when there are more than two (2) tradesman of the same trade working on that shift. In cases where there are two (2) tradesmen or less, no foreman is required to be on duty.

Section 4—Shift Notification

Employees shall be given their shift on June 15th of each year to become effective July 1st of each year.

Section 5—Change In Schedule

- A. An employee's work shift may be changed with two (2) weeks prior notice to the employee and the union. When an involuntary shift change is necessary the least senior employee in the trade shall be given the change in work shift. Shift changes shall be for a minimum of twenty (20) workdays.
- B. Any employee may request a change to the day shift upon written notification, at least sixty (60) days in advance to the director of Facilities Support. Any changes in shift shall be approved or disapproved, based on need and availability as determined by the Executive Director of Facilities.

ARTICLE IV

GRIEVANCE PROCEDURE

Definition

A Grievance is defined as any dispute or controversy between the Council and the Newark Public Schools or its representative concerning the interpretation, application or enforcement of the provisions of this contract or rules, regulations or orders of the Newark Public Schools or any State agency which may apply to members of this unit.

Section 1—Procedures

Step 1

In the event that any grievance should arise between an employee and his immediate superior or supervisors, the employee, together with a union representative, shall present the grievance informally to the superior 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 fifteen (15) working days, the employees, together with the union representative, may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned

superior who shall respond in writing to the employee and shall forward a copy of their response to the Union and to the Labor Relations Office.

Step 3

If no satisfactory resolution of a Step 2 grievance is reached within fifteen (15) working days, the grievant or the Union may appeal the decision at Step 2 to the State District Superintendent, or his designee, who shall, within fifteen (15) working days conduct a conference with the employee and a union representative to review the grievance. The State District Superintendent or his designee shall submit a written decision on the grievance to the employee and the Union.

Step 4

In the event a grievance is not settled as a result of the above procedures, the Council 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 employee and the Union. A written request for arbitration shall be sent to the Newark Public Schools Grievance committee requesting such arbitration to be conducted as described below:

- A. The Arbitration Award shall be final and binding. All parties shall abide by the same, and it shall be enforceable under the laws of the State of New Jersey.
- B. All arbitrations shall be conducted by one (1) neutral arbitrator who shall be chosen by mutual agreement between the Newark Public Schools and the Union, except that the individual so chosen shall be a member of the American Arbitration Association. The neutral arbitrator shall be named thirty (30) days after the signing of the agreement.

If the parties cannot reach an agreement the arbitrator shall be selected pursuant to the rules of the New Jersey Board of Mediation.

The cost and expenses of the arbitrator shall be equally shared by the Newark Public Schools and the Council. Services of the arbitrator may be discontinued by either the Newark Public Schools or the Union 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 grievances as contained in this article. In the performance of duties the arbitrator shall be bound by and comply with the provisions of this Agreement.

He shall have no power to add to, delete from, or modify in any way of the provisions of this Agreement. His decision shall be binding and in writing and shall set forth the opinions and conclusions on the issues submitted. His decision 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 Building Trades Council and the Council 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 of the parties.
- 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.
- 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 recognizable under New Jersey Department of Personnel Statutes or New Jersey Department of Personnel Rules and Regulations.
- E. If the Council fails to properly initiate or process any grievance to the next step within the time limits, the grievance shall be considered moot.
- F. A grievance must be filed at Step 1 within ninety (90) calendar days from the date on which the act which is the subject of the grievance occurred, or ninety (90) days from the date the employee should reasonably have known of its occurrence.

ARTICLE V

MANAGEMENT RIGHTS

The Newark Public Schools retains the exclusive authority and right to manage its operations and to direct the members of this unit, except as such authority 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, discharge or take other disciplinary action with just cause with references to its employees as provided by law and the rules and regulations of the Newark Public Schools and the New Jersey Department of Personnel.

ARTICLE VI

NO STRIKE OR LOCK-OUT POLICY

The Union members of this 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. The Newark Public Schools agrees not to institute a lock-out of the employees in this unit during the period of this Agreement.

ARTICLE VII

NON-DISCRIMINATION CLAUSE

The parties shall not discriminate against any employee or applicant for employment, membership in the Council or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age, marital status or physical impairment. No employee shall be discriminated against or in any way affected by Union membership, bylaws, rules and regulations, constitutional provisions or any other aspects or obligations of Union membership, policies or requirements.

Whenever the term “He”, “His”, or “Men” is used in this Agreement, it is intended to apply to either gender and is used for convenience only.

ARTICLE VIII

TEMPORARY EMPLOYEES

In the event temporary employees are needed in any position covered by this Agreement, The Newark Public Schools shall request applicants from the respective Local Union Hiring Halls and they shall be paid the prevailing rate plus fringe benefits payments. If they should thereafter become permanent employees, they shall be covered by this Agreement.

The Council agrees that there will be no discrimination of any kind in its acceptance or rejection of Council referrals.

ARTICLE IX

OVERTIME

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

- A. Overtime beyond the regular work day 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).
- B. For the purpose of calculating such overtime, time reports shall show the amount of time worked to the nearest quarter of an hour.
- C. At no time shall the Newark Public Schools be obligated to render overtime payment on any day that is not a scheduled pay date.

- D. If a member of the bargaining unit is required to work as a result of a break-in or other emergencies, the employee shall be paid for a minimum of four (4) hours at the hourly rate multiplied by one and one-half (1-1/2). The determination whether or not to require the employee to report in an emergency situation shall be made by the Director of Repair and Maintenance. If another break-in or other emergency occurs during the four (4) hours for which the employee is being paid the employee will not be eligible for another four (4) hours of pay. In the event an emergency call-in or multiple call-ins extend the employee's time on the job beyond four (4) hours the employee will be paid for all additional time at his/her overtime rate.
- E. A report on scheduled overtime will be given to the shop steward at the end of each month.

ARTICLE X

GENERAL TERMS AND CONDITIONS

Section 1—Maintenance of Standards

All vacation, holiday, fringe benefits and other conditions of employment currently provided by the Newark Public Schools to the unit employees shall continue during the term of this Agreement, except as modified herein.

Section 2—Leaves and Excused Absences

- A. All employees shall be granted sick leave for illness for fifteen (15) days each year, effective July 1.
- B. Employees in the bargaining unit with service in excess of one (1) year shall be granted three (3) personal days each year, effective July 1. Request for personal days must be submitted at least two (2) days prior to the requested day.
- C. For purposes of "A" and "B" above, employees in the unit with less than one (1) year of service shall earn sick and personal days on a pro-rated basis according to established procedure.

Section 3—Bereavement Leave

No deduction of salary shall be made for absences due to death in the immediate family or household, absence not to exceed five (5) consecutive working days immediately following the death.

Immediate family is defined as:

Spouse	Foster father, father-in-law
Children	Guardian
Mother	Sister
Foster mother, mother-in-law	Brother
Guardian	Grandmother
Father	Grandfather

Employees absent as a result of the death of a family member shall submit verification of relationship.

In the case of death of any other relative residing in the employee's household, the Newark Public Schools will require proof of residency.

The Newark Public Schools will require verification of relationship within five (5) days immediately following the employee's return to work.

Section 4—Jury Duty

Time required as a juror shall be considered a full working day. Absences due to jury duty shall be considered leave with pay. Anyone assigned to the afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her next regular scheduled shift for all time spent as juror.

Section 5—Court Subpoena

Absence on account of court subpoena shall be considered leave with pay. 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.

The Newark Public Schools shall not grant leave with pay for any subpoena/summons regarding matters of a personal nature.

Leave with pay will be granted for worker's compensation appearances upon presentation of proper written documentation to the Labor Relations Unit.

Section 6—Sick Leave Buy Back

Employees who retire shall be eligible to convert accumulated sick leave to cash on the following basis:

- A. For the first one hundred (100) days accumulated, one (1) day for each five (5) days accumulated, said one (1) day compensable at 1/260th of the rate of pay for said employee.

- B. For all accumulated sick days in excess of one hundred (100) days, one (1) day for each five (5) accumulated days, said days to be compensable at the rate of seventy dollars (\$70.00) each.

Section 7—Longevity Payments

Longevity payments shall be made starting in the 20th, 25th and 30th year of employment.

Longevity for employees covered by this Agreement shall be:

	<u>July 1, 2003</u>	<u>July 1, 2004</u>	<u>July 1, 2005</u>
20	\$ 650	\$ 800	\$ 950
25	1300	1600	1900
30	1950	2400	2850

These amounts represent the full payment and are not cumulative.

Section 8—Fringe Benefits

- A. The Newark Public Schools agrees to make available to all employees in the unit and their dependents a program of optical and prescription benefits.

The employee co-payment for prescription benefits shall be five dollars (\$5.00).

- B. 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 proper application and verification forms for such benefits.

Section 9—Holiday Pay

- A. Employees shall be entitled to seventeen (17) paid holidays per year. Twelve (12) of these holidays will be fixed in the school calendar and five (5) will be floating holidays. The five (5) floating holidays may only be taken between September 1 and June 30 on days when the schools are open.
- B. Floating holidays will be administered monthly. One week before the first working day of each month, a request in writing to take any or all of the five (5) floating holidays must be submitted to the employee’s supervisor. Granting of floating holidays will be done by seniority and the workload of the Newark Public Schools.
- C. When no requests are submitted one week before the first working day of the month, floating holidays will be granted on a first-come first-serve basis for that month. Requests for floating holidays must be made one week in advance to the employee’s supervisor.

- D. When any of the five (5) floating holidays are not used, they will be brought back at the end of the year at the employee's daily rate for each day not used. These floating holidays will not be accumulated.

The twelve (12) holidays that will be included in the school calendar are:

Independence Day	Christmas Eve—if schools are closed
Labor Day	Christmas
Columbus Day	New Years Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day

Section 10—Vacation

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

- A. After attaining over:

One (1) year service	12 Vacation Days
Seven (7) years of service	14 Vacation Days
Ten (10) years of service	15 Vacation Days
Twelve (12) years of service	16 Vacation Days
Seventeen (17) years of service	20 Vacation Days

All employees covered by this Agreement with ten (10) years of service shall be credited in advance with his/her vacation entitlement each July 1st. All other employees shall have his/her days credited based upon the aforementioned schedule. When an employee who has been credited with his/her vacation days in advance ceases to be employed by the Newark Public Schools prior to the end of the vacation year for which he/she received vacation day credit, the employee's last paycheck will be adjusted to reflect any vacation days that were taken but not earned prior to the date that employment with the Newark Public Schools ended.

- B.
1. Within one (1) month of employee's request for vacation period, the employee shall be notified of his/her authorized vacation schedule. Whenever vacation schedule conflict, seniority will prevail. No employee will 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 State District Superintendent or designee.
 2. Except for such cases as are approved by the Director of Facilities Support, no single vacation period shall be longer than ten (10) working days.
 3. 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 school system and approved by the Director of Facilities Support, an employee consents to work for any or all of the employee's 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 11—Reporting Absences

All bargaining unit members shall be required to report their absences to the Sub-Finder Service not later than one (1) hour prior to the start of the employee's work shift. A bargaining unit member who does not call in to report his/her absence shall be marked A.W.O.L. and be deducted accordingly.

If a bargaining unit member calls to report a late arrival, salary for that period shall be deducted in accordance with time missed based upon the current rate of pay.

Should the bargaining unit member fail to report to their assignment one-half (1/2) hour after the official starting time that employee shall be recorded absent without leave (AWOL) for the day and docked accordingly.

Section 12—Sign In/Sign Out

All bargaining unit members shall be required to sign in upon arrival at school work sites and to sign out upon leaving the work site.

Section 13—Transportation

All employees must have their own car or truck. All employees will be reimbursed at the rate of sixty dollars (\$60) per month for the use of their personal car or truck provided the employee has worked more than one-half (1/2) of the scheduled work days in the month. Employees who do not travel shall not be entitled to the transportation reimbursement. Effective July 1, 2004, the reimbursement rate shall increase to seventy dollars (\$70) per month and effective July 1, 2005, the rate shall increase to eighty dollars (\$80) per month.

ARTICLE XI

DISCIPLINARY ACTION

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. Incompetency 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. Probation or 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.

Incompetency and/or Inefficiency

1. Probation or 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. Probation or 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. Letter of Warning.
2. Probation and/or one (1) to five (5) days suspension.
3. Five (5) to fifteen (15) days suspension.
4. Thirty (30) to sixty (60) days suspension.

Chronic or Excessive Absenteeism and/or Tardiness

1. Letter of Warning.
2. Probation and/or five (5) to ten (10) days suspension.
3. Twenty (20) to thirty (30) days suspension.
4. Forty-five (45) to sixty (60) days suspension.
5. 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. Letter of Warning.
2. One (1) to five (5) days suspension.
3. Ten (10) to twenty (20) days suspension.
4. Twenty (20) to thirty (30) days suspension.
5. 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. Letter of Warning.
2. Probation and/or one (1) to five (5) days suspension.
3. Five (5) to ten (10) days suspension.
4. Twenty (20) to forty-five (45) days suspension.

Conduct Unbecoming an Employee in the Public Service

1. Probation and/or 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 XII

SALARIES

A. Wages

<u>DAY JOURNEYMAN</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
<u>Position</u>			
Bricklayer	60,652	62,472	64,292
Carpenter	62,501	64,321	66,141
Electrician	63,801	65,621	67,441
Glazier	60,421	62,241	64,061
HVAC Mech	60,242	62,062	63,882
Mason Helper	57,195	59,015	60,835
Mason Plasterer	60,652	62,472	64,292
Painter	59,705	61,525	63,345
Plumber	62,062	63,882	65,702
Roofers	63,953	65,773	67,593
Sheetmetal Worker	62,873	64,693	66,513
Steamfitters	62,757	64,577	66,397
Thermostat Mechanic	62,062	63,882	65,702
Foreman of Carpenters	69,326	71,601	73,421
Foreman of Electrical Workers	70,626	72,901	74,721
Foreman of Glazing	67,246	69,521	71,341
Foreman of Plumbers	68,887	71,162	72,982
Foreman of Sheetmetal Workers	69,698	71,973	73,793
Supervisor of Masons	67,477	69,752	71,572

B. Foreman Differential

Foremen shall be paid the following rates per hour above the journeyman rate plus the appropriate shift differential.

2003-04	\$3.75
2004-05	\$4.00
2005-06	\$4.00

ARTICLE XIII

DURATION

This Agreement shall be effective as of July 1, 2003 and continue in effect for the period of three (3) years until June 30, 2006 and from year to year thereafter unless notice is given by either party in writing, to the other, at least ninety (90) days prior to its expiration of its intention to terminate this Agreement or modify any of the provisions.